

# Terms of Use

Date of Last Revision: March 19, 2009.

Welcome to the BartenderOne iPour Service, a social utility that connects you with the people around you. The BartenderOne iPour Service (defined below) is operated by BartenderOne Corp. and its subsidiaries and affiliates ("us," "we" or "BartenderOne iPour "). By using or accessing the BartenderOne iPour Service, you agree that you have read, understand and are bound by these Terms of Use ("Terms"). We reserve the right, at our sole discretion, to change or delete portions of these Terms at any time without further notice. Your continued use of the BartenderOne iPour Service after any such changes constitutes your acceptance of the new Terms.

## Privacy

We care about the privacy of our users and encourage you to read our Privacy Policy.

## Eligibility

You may not use the BartenderOne iPour Service if you are under 16. If you are below the legal drinking age in your jurisdiction, we strongly suggest that you seek parental consent to use the BartenderOne iPour Service.

## Registration; Account Security

When you register for and use the BartenderOne iPour Service, you will be asked to provide information about yourself ("User Data"). Your User Data must be accurate and current at all times. You are solely responsible for maintaining the security of your account. This means, for example, that you may not share your password or let anyone else access your account. If you have reason to believe that your account is no longer secure, please let us know immediately.

## Prohibited Conduct

By using or accessing the BartenderOne iPour Service, you represent, warrant and agree that you will not:

- do anything that could disable, overburden or impair the proper working of the BartenderOne iPour Service;
- use any robot, spider, scraper or other automated means to access the BartenderOne iPour Service;
- send spam or any other unauthorized advertisements or solicitations through or using the BartenderOne iPour Service;

- harvest, collect or use addresses, phone numbers or email addresses or other contact information (collectively "Contact Information") of users of the BartenderOne iPour Service without consent from such users;
- solicit private information (including social security numbers, credit card numbers and passwords) from users of the BartenderOne iPour Service;
- provide any false personal information in your profile, create more than one profile, transfer your profile, create a profile for anyone other than yourself or create a page without authorization;
- use your profile (as opposed to a Page) for any commercial purpose;
- offer any contest, sweepstakes, coupon or other promotion through the BartenderOne iPour Service without our prior written consent;
- use an iFrame or offer web search functionality on the BartenderOne iPour Service;
- intimidate or harass any user;
- do anything that is illegal, infringing, fraudulent, malicious or could expose BartenderOne iPour or the BartenderOne iPour Service users to harm or liability; or
- attempt, encourage or facilitate any of the above.

## **User Content**

By using or accessing the BartenderOne iPour Service, you represent, warrant and agree that you will not Post:

- User Content that violates the law or anyone's rights, including intellectual property ("IP") rights or other proprietary rights (such as rights of publicity and privacy);
- any Contact Information or private information of any third party;
- false, misleading or fraudulent information;
- any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer or telecommunications equipment;
- alcohol-related or other mature content on Pages on the BartenderOne iPour Service that have not set appropriate age based restrictions (based on the country in which the page will be viewable); or
- User Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we may consider offensive.

BartenderOne iPour does not pre-screen, review, edit or approve any User Content.

BartenderOne iPour may, in its sole discretion, remove or disable access to any User Content.

"User Content" means any photos, text, link, audio, video, designs, ads and anything else that you Post on or through the BartenderOne iPour Service. "Post" means to upload, post, transmit, share, store, link to or otherwise make available on or through the BartenderOne iPour Service.

## **IP Complaints**

We respect the IP rights of others and we prohibit users from Posting User Content that violates another party's IP rights. When we receive a proper claim of IP infringement, we promptly remove or disable access to the allegedly infringing User Content. We also terminate the accounts of repeat infringers in appropriate circumstances. If you believe that User Content on the BartenderOne iPour Service infringes your IP rights, please email [info@bartenderone.com](mailto:info@bartenderone.com) . All IP claims can be made through that address, including any copyright claims, which will be handled in accordance with the Digital Millennium Copyright Act. If you are a user whose User Content was removed due to alleged copyright infringement, and you believe the removal was mistaken, please email [gavin@bartenderone.com](mailto:gavin@bartenderone.com)

## **Mobile**

There are features of the BartenderOne iPour Service that may be accessible via certain mobile carriers (the "Mobile Services"). While we currently do not charge for these Mobile Services, your carrier's normal messaging, data and other rates and fees will still apply. By using the Mobile Services, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device, and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information on the BartenderOne iPour Service to ensure that your messages are not sent to the person that acquires your old number.

## **Third Party Applications and Connect Sites**

The "BartenderOne iPour Platform" is a set of APIs and services that third parties may use to (a) create applications for use on the BartenderOne iPour Service ("Applications") and (b) enable their websites to work like Applications ("Connect Sites") through BartenderOne iPour Connect ("Connect"). Applications and Connect Sites will be referred to together as "Applications/Connect Sites," which should be read as Applications and/or Connect Sites.

If you authorize an Application or allow a Connect Site to connect with your account on the BartenderOne iPour Service, you agree that such Application/Connect Site can (a) access information on the BartenderOne iPour Service related to you (including your profile information, friends and privacy settings) and (b) generate and publish news feed and other stories about actions you take on such Application/Connect Site without any additional permission. If you want to change the information that Applications/Connect Sites can access, you may modify your privacy settings. If you no longer want these news feed or other stories to be published, you can disable this feature by changing your application settings. If you, your friends or members of your network use any Application/Connect Site, such Applications/Connect Sites may access and share certain information about you with others in accordance with your privacy settings.

Once you allow a Connect Site to connect with your account on the BartenderOne iPour Service, you will be able to use your login information for the BartenderOne iPour Service to log into and interact with your friends on that Connect Site. In order to make Connect possible, you agree

to allow us to check your cookies for the BartenderOne iPour Service when you are visiting Connect Sites. When your friends connect their account on the BartenderOne iPour Service with a Connect Site, Connect will enable them to find friends on the BartenderOne iPour Service that may also be users of that Connect Site and invite them to use Connect as well. If you do not want your friends to be able to invite you to connect on a Connect Site, you may change your privacy settings to disable this feature. Even if you have not gone through the Connect process, you may be able to authorize a Connect Site to generate and publish news feed and other stories about an action or all actions that you take on that Connect Site. If you want to change your settings for that Connect Site, visit your application settings.

## **Your Privacy Practices**

We respect the privacy rights of third parties, and you must do so as well on the BartenderOne iPour Service.

If you collect, access or use information relating to any user of the BartenderOne iPour Service (including information contained in any user profile) you must obtain consent from the user and make it clear to the user that the collection, access and use is being carried out by you and not BartenderOne iPour.

## **Ownership; Proprietary Rights**

Except for User Content and Applications/Connect Sites, all materials, content and trademarks on the BartenderOne iPour Service are the property of BartenderOne iPour and/or its licensors and are protected by all relevant IP laws and other proprietary rights (including copyright, trademark, trade dress and patent laws) and any other applicable laws. Without limiting the foregoing, BARTENDERONE IPOUR, and all related logos, are trademarks of BartenderOne iPour. Except as expressly authorized by BartenderOne iPour in writing, you agree not to use, sell, license, distribute, copy, publish, stream, publicly perform or display, transmit, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works or otherwise make unauthorized use of the materials, content or trademarks.

## **Licenses**

You are solely responsible for the User Content that you Post on or through the BartenderOne iPour Service. You hereby grant BartenderOne iPour an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to (a) use, copy, publish, stream, store, retain, publicly perform or display, transmit, scan, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works and distribute (through multiple tiers), any User Content you (i) Post on or in connection with the BartenderOne iPour Service or the promotion thereof subject only to your privacy settings or (ii) enable a user to Post, including by offering a Share Link on your website and (b) to use your name, likeness and image for any purpose, including commercial or advertising, each of (a) and (b) on or in connection with the BartenderOne iPour Service or the promotion thereof. You represent and warrant that you have all rights and permissions to grant the foregoing licenses.

If you own or control a website, you may place BartenderOne iPour 's share link button, logo and/or text (a "Share Link"), including all trademarks therein, on your website for the sole purpose of enabling users to Post links or content from your website on the BartenderOne iPour Service. By offering a Share Link on your website, you agree, represent and warrant that you will not place a Share Link on any page containing content that would violate these Terms if posted on the BartenderOne iPour Service. The rights granted in this paragraph may be revoked by us at any time in our sole discretion, and upon such termination, you will immediately remove all Share Links from your website.

## **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information that you provide to BartenderOne iPour ("Submissions"), are non-confidential and non-proprietary. BartenderOne iPour will be entitled to the unrestricted use of any such Submission for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **User Disputes; Complaints**

You agree not to hold BartenderOne iPour responsible or liable for the User Content or actions of third parties (including your interactions with users) on or relating to the BartenderOne iPour Service. This includes transactions conducted on the BartenderOne iPour Service as well as the collection, handling and sharing of personal information that you provide to third parties. If you have a dispute with a third party relating to the BartenderOne iPour Service, you release BartenderOne iPour and its directors, officers, employees and agents (collectively, the "BartenderOne iPour Entities") from any claims, causes of action and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

If you believe that the BartenderOne iPour Service or BartenderOne iPour's business practices are in any way unfair, fraudulent or unlawful, you agree to bring it to the attention of BartenderOne iPour's legal department. If you do not report the issue or continue using the service after discovering the issue, you expressly waive the right to claim that the BartenderOne iPour Service is unfair, fraudulent or unlawful with respect to that issue.

## **Indemnity**

You agree to indemnify and hold BartenderOne iPour Entities harmless from and against any claim or cause of action brought by a third party as well as any related damages, costs and expenses (including reasonable attorneys' fees) ("Claim") arising out of or related to your (a) use of the BartenderOne iPour Service or any of the applications, features, content or materials related thereto; (b) violation of these Terms; (c) violation of the rights of any other person or

entity; or (d) breach of the representations, warranties and covenants made by you herein. BartenderOne iPour reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify BartenderOne iPour, and you agree to cooperate with BartenderOne iPour's defence of these Claims.

## **General Disclaimers**

USE OF THE BARTENDERONE IPOUR SERVICE IS AT YOUR OWN RISK. THE BARTENDERONE IPOUR SERVICE, BARTENDERONE IPOUR WEBSITES AND ALL APPLICATIONS, FEATURES, CONTENT AND MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE BARTENDERONE IPOUR SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BARTENDERONE IPOUR, ITS SUPPLIERS, LICENSORS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WITHOUT LIMITING THE FOREGOING, BARTENDERONE IPOUR, IT'S SUPPLIERS, LICENSORS AND PARTNERS DO NOT WARRANT THAT THE BARTENDERONE IPOUR SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE BARTENDERONE IPOUR SERVICE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BARTENDERONE IPOUR IS NOT RESPONSIBLE OR LIABLE FOR, AND DOES NOT APPROVE OR ENDORSE ANY THIRD PARTY CONTENT, MATERIALS, WEBSITES OR APPLICATIONS MADE AVAILABLE ON OR THROUGH THE BARTENDERONE IPOUR SERVICE (COLLECTIVELY, "THIRD PARTY MATERIALS"). WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, AVAILABILITY, OFFENSIVENESS, OPINIONS, RELIABILITY, PRIVACY PRACTICES OR OTHER POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS, AND WE CANNOT AND DO NOT GUARANTEE THAT THIRD PARTY MATERIALS WILL COMPLY WITH THE RESTRICTIONS, CONDITIONS OR OBLIGATIONS THAT WE REQUIRE. IF YOU DECIDE TO USE OR ACCESS THIRD PARTY MATERIALS, YOU DO SO AT YOUR OWN RISK AND YOU MAY BE REQUIRED TO AGREE TO TERMS OF SERVICE, PRIVACY AND DATA GATHERING PRACTICES AND OTHER POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS. PLEASE REVIEW ALL SUCH TERMS AND POLICIES CAREFULLY.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

## **Limitation on Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL BARTENDERONE IPOUR ENTITIES OR THEIR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA, THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE BARTENDERONE IPOUR SERVICE, THE BARTENDERONE IPOUR WEBSITES OR ANY APPLICATIONS, FEATURES, CONTENT OR THIRD PARTY MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE BARTENDERONE IPOUR SERVICE, EVEN IF BARTENDERONE IPOUR OR A BARTENDERONE IPOUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, BARTENDERONE IPOUR 'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY TO YOU OF BARTENDERONE IPOUR ENTITIES OR OF THEIR LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE BARTENDERONE IPOUR SERVICE, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS OF THE BARTENDERONE IPOUR SERVICE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO BARTENDERONE IPOUR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR \$100, WHICHEVER IS GREATER.

## **Termination and Changes to the BartenderOne iPour Service**

We may terminate your account on the BartenderOne iPour Service, delete your profile and any User Content you have Posted on or through the BartenderOne iPour Service, and/or prohibit you from using or accessing the BartenderOne iPour Service (or any portion thereof) for any or no reason, at any time in our sole discretion, with or without notice. Further, we reserve the right to change any aspect or feature of the BartenderOne iPour Service at any time without notice. The following sections will survive any termination of your use of the BartenderOne iPour Service: Prohibited Conduct, User Content, Your Privacy Practices, Gift Credits, Ownership; Proprietary Rights, Licenses, Submissions, User Disputes; Complaints, Indemnity, General Disclaimers, Limitation on Liability, Termination and Changes to the BartenderOne iPour Service, Arbitration, Governing Law; Venue and Jurisdiction and Other.

## **Arbitration**

Except as set forth in the paragraph below, you agree that all claims and disputes between you and BartenderOne iPour that arise out of or relate in any way to the Terms or your use of the BartenderOne iPour Service will be resolved either by (a) binding arbitration by a single arbitrator in Toronto, Ontario or (b) binding non-appearance based arbitration conducted by telephone, online or based solely on written submission. Such arbitration will be administered by Cosman Gray pursuant to its Comprehensive Arbitration Rules. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

With respect to any claims or disputes you intend to bring on behalf of a class, you agree to arbitrate whether a class could be certified before bringing such action in a court of law. If the arbitrator refuses to certify the class, you will continue to resolve your individual claims or disputes through binding arbitration. If the arbitrator finds that a class should be certified, you may file the class action in a court of law provided you waive any right to a trial by jury. Claims for injunctive or other equitable relief may also be brought in a court of law.

## **Governing Law; Venue and Jurisdiction**

You agree that all claims and disputes between you and BartenderOne iPour that arise out of or relate in any way to the Terms or your use of the BartenderOne iPour Service will be governed by the laws of the Province of Ontario (and Canadian federal laws applicable therein), without regard to principles of conflict of laws. You further agree that you will bring any claims or disputes that are not subject to arbitration (as set forth above) in, and you submit to the exclusive jurisdiction of, the provincial and federal courts located in Toronto, Ontario, Canada..

## **Other**

The "BartenderOne iPour Service" means the features, services and properties that BartenderOne iPour makes available through (a) [www.BartenderOne.com](http://www.BartenderOne.com) or any other BartenderOne iPour -branded or co-branded website (including, without limitation, any and all sub-domains and all international, mobile versions and successors thereof), (b) the BartenderOne iPour Platform and (c) other media, devices or networks now existing or later developed. Unless otherwise specified, the terms "includes," "including," "e.g.," "for example," and other similar terms used herein are deemed to include the term "without limitation" immediately thereafter. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision in that or any other instance. If, for any reason, any provision of these Terms or portion thereof is rendered invalid or unenforceable, the remainder of these Terms will remain in full force and effect and will be enforced to the maximum extent permissible so as to affect the intent of the parties. An arbitrator or court will substitute or rewrite any invalid or unenforceable term or provision to make such term or provision valid and enforceable. All communications and notices to be made or given pursuant to these Terms will be in the English language. You consent to receiving communications and notices from BartenderOne iPour at the email address you provide in registering for the BartenderOne iPour Service or otherwise elect in your account settings. These Terms constitute the entire agreement and supersede any prior agreement between you and us regarding your use of the BartenderOne iPour Service.



# BartenderOne iPour Principles

BartenderOne iPour and the iPour were built to make it easy to share information with your friends, employers, other bartenders and people around you. We understand you may not want everyone in the world to have the information you share on BartenderOne iPour ; that is why we give you control of your information. Our default privacy settings limit the information displayed in your profile to your networks and other reasonable community limitations that we tell you about.

BartenderOne iPour follows two core principles:

## **1. You should have control over your personal information.**

BartenderOne iPour helps you share information with your friends and people around you. You choose what information you put in your profile, including contact and personal information, pictures, interests and groups you join. And you control the users with whom you share that information through the privacy settings on the Privacy page.

## **2. You should have access to the information others want to share.**

There is an increasing amount of information available out there, and you may want to know what relates to you, your friends, and people around you. We want to help you easily get that information.

Sharing information should be easy. And we want to provide you with the privacy tools necessary to control how and with whom you share that information. If you have questions or ideas, please send them to [info@BartenderOne.com](mailto:info@BartenderOne.com) .

# BartenderOne iPour's Privacy Policy

BartenderOne iPour 's Privacy Policy is designed to help you understand how we collect and use the personal information you decide to share, and help you make informed decisions when using BartenderOne iPour , located at [www.BartenderOne.com](http://www.BartenderOne.com) and its directly associated domains (collectively, "BartenderOne iPour " or "Website")

By using or accessing BartenderOne iPour, you are accepting the practices described in this Privacy Policy.

## The Information We Collect

When you visit BartenderOne iPour you provide us with two types of information: personal information you knowingly choose to disclose that is collected by us and Web Site use information collected by us as you interact with our Web Site.

When you register with BartenderOne iPour, you provide us with certain personal information, such as your name, your email address, your telephone number, your address, your gender,

bartending schools attended and any other personal or preference information that you provide to us.

When you use BartenderOne iPour, you may set up your personal profile, form relationships, send messages, perform searches and queries, form groups, set up events, add applications, and transmit information through various channels. We collect this information so that we can provide you the service and offer personalized features. In most cases, we retain it so that, for instance, you can return to view prior messages you have sent or easily see your friend list. When you update information, we usually keep a backup copy of the prior version for a reasonable period of time to enable reversion to the prior version of that information.

You post User Content (as defined in the BartenderOne iPour Terms of Use) on the Site at your own risk. Although we allow you to set privacy options that limit access to your pages, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other Users with whom you may choose to share your pages and information. Therefore, we cannot and do not guarantee that User Content you post on the Site will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Site. You understand and acknowledge that, even after removal, copies of User Content may remain viewable in cached and archived pages or if other Users have copied or stored your User Content.

Any improper collection or misuse of information provided on BartenderOne iPour is a violation of the BartenderOne iPour Terms of Service and should be reported to [info@BartenderOne.com](mailto:info@BartenderOne.com).

If you choose to use our invitation service to tell a friend about our site, we will ask you for information needed to send the invitation, such as your friend's email address. We will send your friend an email or instant message in your name inviting him or her to visit the site, and may send up to two reminders to them. BartenderOne iPour stores this information to send invitations and reminders, to register a friend connection if your invitation is accepted, to allow you to see invitations you have sent, and to track the success of our referral program. Your friend may contact us at [info@BartenderOne.com](mailto:info@BartenderOne.com) to request that we remove this information from our database.

BartenderOne iPour may also collect information about you from other sources, such as newspapers, blogs, instant messaging services, and other users of the BartenderOne iPour service through the operation of the service (e.g., photo tags) in order to provide you with more useful information and a more personalized experience.

By using BartenderOne iPour, you are consenting to have your personal data transferred to and processed in Canada.

## **Children Under Age 13**

BartenderOne iPour does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under 13, please do not attempt to register for BartenderOne iPour or send any information about yourself to us,

including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on BartenderOne iPour. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [info@bartenderone.com](mailto:info@bartenderone.com).

## **Children between the Ages of 13 and 18**

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

## **Use of Information Obtained by BartenderOne iPour**

When you register with BartenderOne iPour, you create your own profile and privacy settings. Your profile information, as well as your name, email and photo, are displayed to people in the networks specified in your privacy settings to enable you to connect with people on BartenderOne iPour. We may occasionally use your name and email address to send you notifications regarding new services offered by BartenderOne iPour that we think you may find valuable.

Profile information is used by BartenderOne iPour primarily to be presented back to and edited by you when you access the service and to be presented to others permitted to view that information by your privacy settings. In some cases where your privacy settings permit it (e.g., posting to your wall), other BartenderOne iPour users may be able to supplement your profile.

Profile information you submit to BartenderOne iPour will be available to users of BartenderOne iPour who belong to at least one of the networks you allow to access the information through your privacy settings (e.g., school, geography, friends of friends). Your name, network names, and profile picture thumbnail will be available in search results across the BartenderOne iPour network and those limited pieces of information may be made available to third party search engines. This is primarily so your friends can find you and send a friend request. People who see your name in searches, however, will not be able to access your profile information unless they have a relationship to you (friend, friend of friend, member of your networks, etc.) that allows such access based on your privacy settings.

BartenderOne iPour may send you service-related announcements from time to time through the general operation of the service. For instance, if a friend sends you a new message or poke, or someone posts on your wall, you may receive an email alerting you to that fact.

Generally, you may opt out of such emails from the Notifications page, though BartenderOne iPour reserves the right to send you notices about your account even if you opt out of all voluntary email notifications.

BartenderOne iPour may use information in your profile without identifying you as an individual to third parties. We do this for purposes such as aggregating how many people in a network like

a band or movie and personalizing advertisements and promotions so that we can provide you BartenderOne iPour. We believe this benefits you. You can know more about the world around you and, where there are advertisements, they're more likely to be interesting to you. For example, if you put a favourite spirit, liqueur or drink in your profile, we might serve you an advertisement, highlighting a similar recipe, or company providing a similar product. But we don't tell the company who you are.

We may use information about you that we collect from other sources, including but not limited to newspapers and Internet sources such as blogs, instant messaging services, BartenderOne iPour Platform developers and other users of BartenderOne iPour, to supplement your profile. Where such information is used, we generally allow you to specify in your privacy settings that you do not want this to be done or to take other actions that limit the connection of this information to your profile (e.g., removing photo tag links).

## **Sharing Your Information with Third Parties**

BartenderOne iPour is about sharing information with others — friends and people in your networks — while providing you with privacy settings that restrict other users from accessing your information. We allow you to choose the information you provide to friends and networks through BartenderOne iPour. Our network architecture and your privacy settings allow you to make informed choices about who has access to your information. We do not provide contact information to third party marketers without your permission. We share your information with third parties only in limited circumstances where we believe such sharing is 1) reasonably necessary to offer the service, 2) legally required or, 3) permitted by you. For example:

- We may provide information to service providers to help us bring you the services we offer. Specifically, we may use third parties to facilitate our business, such as to host the service at a co-location facility for servers, to send out email updates about BartenderOne iPour, to remove repetitive information from our user lists, to process payments for products or services, to offer an online job application process, or to provide search results or links (including sponsored links). In connection with these offerings and business operations, our service providers may have access to your personal information for use for a limited time in connection with these business activities. Where we utilize third parties for the processing of any personal information, we implement reasonable contractual and technical protections limiting the use of that information to the BartenderOne iPour -specified purposes.
- If you, your friends, or members of your network use any third-party applications developed using the BartenderOne iPour Platform ("Platform Applications"), those Platform Applications may access and share certain information about you with others in accordance with your privacy settings. You may opt-out of any sharing of certain or all information through Platform Applications on the Privacy Settings page. In addition, third party developers who have created and operate Platform Applications ("Platform Developers"), may also have access to your personal information (excluding your contact information) if you permit Platform Applications to access your data. Before allowing any Platform Developer to make any Platform Application available to you, BartenderOne iPour requires the Platform Developer to enter into an agreement which,

among other things, requires them to respect your privacy settings and strictly limits their collection, use, and storage of your information. However, while we have undertaken contractual and technical steps to restrict possible misuse of such information by such Platform Developers, we of course cannot and do not guarantee that all Platform Developers will abide by such agreements. Please note that BartenderOne iPour does not screen or approve Platform Developers and cannot control how such Platform Developers use any personal information that they may obtain in connection with Platform Applications. In addition, Platform Developers may require you to sign up to their own terms of service, privacy policies or other policies, which may give them additional rights or impose additional obligations on you, so please make sure to review these terms and policies carefully before using any Platform Application. You can report any suspected misuse of information through the BartenderOne iPour Platform and we will investigate any such claim and take appropriate action against the Platform Developer up to and including terminating their participation in the BartenderOne iPour Platform and/or other formal legal action.

- We occasionally provide demonstration accounts that allow non-users a glimpse into the BartenderOne iPour world. Such accounts have only limited capabilities (e.g., messaging is disabled) and passwords are changed regularly to limit possible misuse.
- We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We do not reveal information until we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. Additionally, we may share account or other information when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the BartenderOne iPour service or using the BartenderOne iPour name, or to prevent imminent bodily harm. This may include sharing information with other companies, lawyers, agents or government agencies.
- We let you choose to share information with marketers or electronic commerce providers through on-site offers.
- We may offer stores or provide services jointly with other companies on BartenderOne iPour. You can tell when another company is involved in any store or service provided on BartenderOne iPour, and we may share customer information with that company in connection with your use of that store or service.
- BartenderOne iPour Beacon is a means of sharing actions you have taken on third party sites, such as when you make a purchase or post a review, with your friends on BartenderOne iPour. In order to provide you as a BartenderOne iPour user with clear disclosure of the activity information being collected on third party sites and potentially shared with your friends on BartenderOne iPour, we collect certain information from that site and present it to you after you have completed an action on that site. You have the choice to have BartenderOne iPour discard that information, or to share it with your friends.

To opt out of the service altogether, email [info@bartenderone.com](mailto:info@bartenderone.com)

- Like many other websites that interact with third party sites, we may receive some information even if you are logged out from BartenderOne iPour, or that pertains to non-BartenderOne iPour users, from those sites in conjunction with the technical operation of the system. In cases where BartenderOne iPour receives information on users that are not

logged in, or on non-BartenderOne iPour users, we do not attempt to associate it with individual BartenderOne iPour accounts and will discard it.

- If the ownership of all or substantially all of the BartenderOne iPour business, or individual business units owned by BartenderOne Corp., were to change, your user information may be transferred to the new owner so the service can continue operations. In any such transfer of information, your user information would remain subject to the promises made in any pre-existing Privacy Policy.

When you use BartenderOne iPour, certain information you post or share with third parties (e.g., a friend or someone in your network), such as personal information, comments, messages, photos, videos, Marketplace listings or other information, may be shared with other users in accordance with the privacy settings you select. All such sharing of information is done at your own risk. Please keep in mind that if you disclose personal information in your profile or when posting comments, messages, photos, videos, Marketplace listings or other items, this information may become publicly available.

## **Links**

BartenderOne iPour may contain links to other websites. We are of course not responsible for the privacy practices of other web sites. We encourage our users to be aware when they leave our site to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by BartenderOne iPour.

## **Third Party Advertising**

Advertisements that appear on BartenderOne iPour are sometimes delivered (or "served") directly to users by third party advertisers. They automatically receive your IP address when this happens. These third party advertisers may also download cookies to your computer, or use other technologies such as JavaScript and "web beacons" (also known as "1x1 gifs") to measure the effectiveness of their ads and to personalize advertising content. Doing this allows the advertising network to recognize your computer each time they send you an advertisement in order to measure the effectiveness of their ads and to personalize advertising content. In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are clicked. BartenderOne iPour does not have access to or control of the cookies that may be placed by the third party advertisers. Third party advertisers have no access to your contact information stored on BartenderOne iPour unless you choose to share it with them.

This privacy policy covers the use of cookies by BartenderOne iPour and does not cover the use of cookies or other tracking technologies by any of its advertisers.

## **Changing or Removing Information**

Access and control over most personal information on BartenderOne iPour is readily available through the profile editing tools. BartenderOne iPour users may modify, show, hide or delete any

of their profile information at any time by logging into their account. Information will be updated immediately. Individuals who wish to deactivate their BartenderOne iPour account may do so on the Profile page. Removed information may persist in backup copies for a reasonable period of time but will not be generally available to members of BartenderOne iPour.

Where you make use of the communication features of the service to share information with other individuals on BartenderOne iPour, however, (e.g., sending a personal message to another BartenderOne iPour user) you generally cannot remove such communications.

## **Security**

BartenderOne iPour takes appropriate precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as credit card number or your password), your payment information is kept secure by Paypal.com. (To learn more about Paypal's privacy and security policy, go to [http://https://www.paypal.com/ca/cgi-bin/webscr?cmd=\\_security-center-outside](http://https://www.paypal.com/ca/cgi-bin/webscr?cmd=_security-center-outside)). Because email and instant messaging are not recognized as secure communications, we request that you not send private information to us by email or instant messaging services. If you have any questions about the security of BartenderOne iPour Web Site, please contact us at [info@BartenderOne.com](mailto:info@BartenderOne.com)

## **Terms of Use, Notices and Revisions**

Your use of BartenderOne iPour , and any disputes arising from it, is subject to this Privacy Policy as well as our Terms of Use and all of its dispute resolution provisions including arbitration, limitation on damages and choice of law. We reserve the right to change our Privacy Policy and our Terms of Use at any time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on this site. If we make changes, we will post them and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

## **Contacting the Web Site**

If you have any questions about this privacy policy, please contact us at [info@BartenderOne.com](mailto:info@BartenderOne.com) . You may also contact us by mail at 446 Rhodes Ave. Suite 100 Toronto, Ontario, Canada, M4L3A5.