

Spitting Feathers TERMS & CONDITIONS

Lats Updated: 06.04.2019

These are the Terms and Conditions ("Terms" or "Agreement") that apply to the use of the Spitting Feathers Brewery and associated Brewery Tap Chester and The West Kirby Tap (<https://spittingfeathers.co.uk>) and Spitting Feathers Accounts at (<https://fareharbor.com>) (<https://paypal.com>) and (<https://mailchimp.com>)

Please read them carefully because they form a legal agreement between you (either an individual or a legal entity) and Spitting Feathers with its office at:

Common Farm
Waverton
Chester
CH3 7QT
UK

(Hereinafter referred to as Spitting Feathers) (each a "Party" and together, the "Parties") for the use of the Spitting Feathers Website and Accounts held within its official website.

Only persons aged 18 years or older can create a Spitting Feathers Account. You represent and warrant that if you are an individual, you are at least 18 years old, and that you are of legal age to drink alcohol by agreeing to this agreement, and that all registration information you submit is accurate and truthful. PLEASE NOTE: If Purchasing goods for delivery you will be asked to provide evidence of your age on delivery.

If you register for an account on the Spitting Feathers website, you will be required to provide your email address, which we will store to create an individual user account for you. To protect your Spitting Feathers account, keep your password confidential. You are responsible for the activity that happens on or through your Spitting Feathers Account. This information will be used only by Spitting Feathers. Spitting Feathers will not contact you other than to send you Exclusive Offers, Insider Deals, and Newsletters. You can change your subscription preferences or unsubscribe directly from any Spitting Feathers letter that you don't like anytime.

You may use your Spitting Feathers Account to:

Purchase good and merchandise via our above registered channels or directly from our premises.

USER CONDUCT

You may engage in any of the following activities:

- Engage within the Spitting Feathers website in any social media medium or activity.

USER CONDUCT

You may not engage in any of the following activities:

- Transmitting spam, chain letters, or other unsolicited email via our social media platforms.
- Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Website;
- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on the Spitting Feathers Website infrastructure;
- Uploading invalid data, viruses, worms, or other software agents through the Spitting Feathers Website;
- Collecting or harvesting any personally identifiable information, including account names, from the Spitting Feathers Website;
- Use the Spitting Feathers Website for any commercial solicitation purposes;
- Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- interfering with the proper working of the Spitting Feathers Website;
- Accessing any content on the Spitting Feathers through any technology or means other than those provided or authorised by Spitting Feathers.
- Bypassing the measures that we may use to prevent or restrict access to the Spitting Feathers Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Spitting Feathers Website or the content therein.

PRIVACY PROTECTION & COOKIES

Spitting Feathers cookies and privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Spitting Feathers can use such data in accordance with our privacy and cookies policies.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW NEITHER SPITTING FEATHERS NOR ANY OF ITS AFFILIATES, ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, LICENSORS AND CONTRACTORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONNECTION WITH OR ARISING FROM USE OF THE SPITTING FEATHERS WEBSITE AND SPITTING FEATHERS ACCOUNT OR IN CONNECTION WITH THIS AGREEMENT. SOME LAW'S DO NOT ALLOW THE EXCLUSION OF OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES. ACCORDINGLY, SOME OF THE EXCLUSIONS AND LIMITATIONS THAT ARE DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to defend Spitting Feathers, its affiliates and its and/or their respective successors and assigns, as well as their respective officers, directors, employees, agents, licensors, representatives, operational service providers and suppliers against any and all claims, demand and/or actions and indemnify and hold Spitting Feathers, its affiliates and

its and/or their respective successors and assigns, as well as their respective officers, directors, employees, agents, representatives, suppliers, licensors and contractors harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees), resulting from your breach or violation of this License, infringement, misappropriation or your violation of the rights of any other party, your violation or non-compliance with any law or regulation, or your alteration or export of Spitting Feathers Website. Spitting Feathers reserves the right to assume, at its expense, the exclusive defence and control of any claims or actions and all negotiations for settlement or compromise, and you agree to fully cooperate with Spitting Feathers upon its request.

LIMITATION OF SUPPORT

Spitting Feathers will make every effort to provide you with email, phone and support pertaining to your use of Spitting Feathers Website and Spitting Feathers Account. The said support will be limited to topics within the domain of basic usage and purchase's from your Spitting Feathers Account and/or the Spitting Feathers Website.

TECHNICAL AND RELATED INFORMATION

Spitting Feathers and its subsidiaries may collect and use technical and related information, including but not limited to technical information concerning your computer, system and application software. Spitting Feathers and its subsidiaries are free to use this information in any form that does not personally identify you or your computer. Any collection of technical and related information by Spitting Feathers and its subsidiaries shall be limited in such a manner that Spitting Feathers and its subsidiaries will not be capable of reconstructing the contents of files and folders that you use from within any Spitting Feathers product or any other personal files and folders that are accessible to Spitting Feathers products when you use any of them.

TERMINATION BY YOU

At any time you can unsubscribe from any Spitting Feathers notifications or emails. You can also correct material inaccuracies in Personally Identifiable Information, such as account or contact information related to your Spitting Feathers Account. If you want to delete your account or your personal information that is stored in our databases or want to opt-out of our services, please contact our Customer Support at spittingfeathers.co.uk

TERMINATION BY SPITTING FEATHERS

These Terms are effective until terminated. Without prejudice to any other rights, Spitting Feathers may immediately terminate these Terms if you fail to comply with any terms of this Agreement. In such event you must cease all use of Spitting Feathers Products and destroy all copies of Spitting Feathers Products that are in your possession. Inaction of Spitting Feathers to terminate this Agreement after you fail to comply with any of the terms that are set out in this Agreement does not imply a waiver of any kind of the rights that are reserved by Spitting Feathers under this and other provisions.

COPYRIGHT AND RESTRICTIONS

All title, ownership rights and intellectual property rights in and to the Content and Services and any and all copies thereof, are owned by Spitting Feathers or its licensors. All rights that are not specifically granted by Spitting Feathers are reserved by Spitting Feathers. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to reveal the inner workings or modify the functionality of Spitting Feathers Accounts or the Spitting Feathers Website. You agree not to remove any label indicating or related to Spitting Feathers, Spitting Feathers is the subject of copyright and other intellectual, industrial, or proprietary rights of Spitting Feathers and/or third parties.

GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be interpreted, construed as if both Parties jointly wrote it, and shall be governed by English law. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution® in accordance with its International Dispute Resolution Procedures, as modified by the ICDR® Online Protocol for Manufacturer/Supplier Disputes then in effect (please find the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at www.icdr.org). The language of the arbitral proceedings shall be in English. Spitting Feathers is currently preparing for GDPR accreditation.

CLASS ACTIONS

All claims must be brought in the parties' individual capacity, and not as a claimant or class member in any purported class or representative proceeding, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims.

SURVIVAL OF PROVISIONS

These Terms and Conditions by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Spitting Feathers Website shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to Spitting Feathers or any third party.

CHANGES TO THESE TERMS AND CONDITIONS

Spitting Feathers reserves the right at any time and at its sole discretion to modify and alter these Terms and Conditions with or without prior notice to you. It is your sole responsibility to periodically check for changes in this Agreement. In case you do not agree with these changes please do not use Spitting Feathers Website and/or Spitting Feathers Account.

QUESTIONS?

We are open to any questions on these Terms and Conditions. Please address all your concerns to info@spittingfeathers.org