Last Update: November 1, 2024
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Terms and Conditions
This website is powered by Storka LLC (d/b/a: Liquor Pilot). These terms and conditions (the “terms and conditions") are a legally binding agreement between you and Liquor Pilot, its clients (including Agave Spirts Inc.) and its and their respective parents and subsidiaries (individually and collectively, “company,” “we,” “our” or “us”), and governs your access to and use of the URL(s): https://chagualmezcal.com and https://shop.chagualmezcal.com (the “site”) and any other websites, social media pages, accounts, and mobile applications owned by or licensed to us (collectively, the “sites"), any order you place through the sites and, as applicable, your use of the products you purchase. Through use of the sites, we provide an opportunity to buy alcoholic beverages and related products from licensed retailers in their respective states (collectively the “services”). The sale and delivery of orders purchased by you will be executed and fulfilled by licensed third-party retail entities that hold valid licenses issued by state alcohol beverage agencies allowing for the legal sale of alcohol (the “licensed retailers" or “licensed retailer”). The sites are directed to adults aged 21 or older. You must be at least 21 years of age to make a purchase through the sites and to receive delivery of the products purchased. A valid government-issued ID will be required upon delivery.

Minimum Age Requirement
If you use the websites, you represent and warrant that you are at least twenty-one (21) years of age, and that the recipient of any alcoholic beverage purchase you may make is at least 21 years of age. In no event shall you use the sites nor the services. In no event shall you make a purchase or purchase a gift for someone else if you are under the age of 21, nor may you do any of the foregoing activities for the benefit, or on behalf, of any person under the age of 21. We may refuse to register any person, or service any order at any time, at our sole discretion. By using the sites, including, without limitation, by participating in the services, you hereby agree to the terms and conditions set forth below (the “terms and conditions”). If you do not agree to be bound by these terms and conditions, you may not use the sites, you shall not place an order, and you shall not use any products sold via the sites. These terms and conditions include a mandatory arbitration agreement. This means that you agree to submit any claim against us to binding individual arbitration rather than proceeding in court. This arbitration agreement also includes a class action waiver, which means that you agree to proceed with any claim individually and not as part of a class action.

Sale of Alcoholic Beverages
Our role in the transactions contemplated by these terms and conditions is that of a marketer and service provider that enables you, the consumer, to purchase alcohol and related products from licensed retailers via the sites, and to participate in the services and/or any other product offers offered on the sites. Any purchase you make through the use of the sites from the licensed retailers must be for personal consumption only and not for resale. You acknowledge that all orders of alcohol and related products you place through the use of the sites are processed and fulfilled by such licensed retailers, as the actual sellers of the products, and not by us.

We may allow third parties to offer goods or services on the websites. The company tries to be as accurate as possible with all information regarding the goods and services, including pricing, images, and product descriptions. However, the company does not guarantee the reliability or

accuracy of the product information, and you acknowledge and agree that you purchase such products at your own risk.

We do not sell, offer to sell or solicit sales of alcohol. Our site enables you to search online for alcohol and other products available for sale by licensed retailers. The service is not meant to facilitate any improper furnishing of inducements by any manufacturer, importer, supplier, wholesaler or distributor of alcohol beverages to any licensed retailer of alcoholic beverages or to facilitate any improper exclusionary practices by any alcohol beverage licensee. When you search for a product, the service shows you its availability, price and other information based on your location and information provided by the licensed retailers that service your location; if you prefer, you may sort and filter results based on search criteria. Due to local law or other restrictions, our service may be limited or not available at all in some places.

When you order, it is an offer to purchase from a licensed retailer. The total purchase amount (plus any additional service fees) may be authorized by your payment card company, but your offer is not accepted by the licensed retailer at that time. The licensed retailer reviews your order and decides whether or not to accept it. If the licensed retailer does decide to accept your order, your payment card will be charged for the purchase amount (plus any additional service fees) and arrange for the delivery, pick-up, or shipment.

Title to, and ownership of, all alcohol beverages passes from a licensed retailer to the purchaser at the warehouse and state it is purchased in and the purchaser takes all responsibility for shipping it from the warehouse to his/her home state. By placing an order, the purchaser authorizes the seller to act on the purchaser's behalf in arranging for transportation of the alcoholic beverages at the purchaser’s direction. Alternatively, purchasers may choose to pick up the alcohol beverages at the retailer’s location. They can also make independent delivery arrangements. The purchaser represents that he/she has obtained any required permission, paid any required fees, is working through properly licensed intermediaries where required, is legally entitled to take possession of alcoholic beverages and is legally entitled to take quantities ordered and once again authorizes that he/she is 21 years of age. The seller makes no representation as to the legal rights of anyone to deliver or import any alcoholic beverages or other goods into any state.

All risk of loss passes to you when the goods are delivered within the state in which the retailer is licensed. Additionally, you are responsible to know the law of the state in which you live or to which you wish the goods shipped as they relate to the shipment and delivery of alcoholic beverages. You are responsible for paying any state and/or local excise taxes and use taxes.

You agree to indemnify us and to hold us harmless against any damages (including attorney’s fees) resulting from any claim that the goods purchased by you cannot be legally shipped into the state in which you live by a person who owns such goods and has purchased them for his or her personal consumption or that you have exceeded the amount of goods which may be shipped into the state for personal consumption or that any taxes or duties which may be imposed upon such shipment or consumption have not been paid.

Account Registration

To use the services, you will be asked to provide personally identifiable information such as your name, address, phone number, shipping address, email address, date of birth, and payment information (collectively, the “personal information”) as well as a password in order to make a purchase and create a personal account with us (an “account”). Please be sure to

protect the confidentiality of the password you create for your account. You are responsible for, and agree to pay promptly, all charges to your account including applicable taxes and purchases by you or anyone you allow to use your account.

Personal Information
Please review our privacy policy regarding the personal information we collect, use and share, and the terms of such collection, use and sharing. You represent and warrant that all personal information you provide in connection with registering your account is complete, accurate and non-fraudulent, and that you are authorized to use the method of payment you provide in connection with your use of the services. We reserve the right to contact the service provider of your method of payment to conduct fraud or security checks. You acknowledge and agree that you may never use another customer's account without their prior approval. You also agree to review and update your account as and when necessary to maintain the most current personal information.

Shipping, Delivery, and Orders
If you are an adult over the age of 21, you may make an offer to purchase alcoholic beverages or associated non-alcoholic merchandise (the "products") using the sites from the licensed retailers. The prices displayed on the sites reflect the prices determined by the licensed retailers that we are partnered with. Any licensed retailer may choose to accept or reject any offer to purchase the products due to inability to verify your age, lack of availability, or any other reason. If your offer to purchase the products is declined in full or in part for any reason, you will receive a refund for any portions of your order that are declined by the licensed retailer.

Licensed retailers are solely responsible for all activities related to the sale and provision of alcoholic beverages including but not limited to (a) selecting the products to be offered for sale via the website (b) setting the purchase price of all products made available for sale via the site (c) accepting or rejecting all customer orders, and (d) fulfilling all customer orders, including but not limited to completing any deliveries or shipments of orders either directly or through a third party shipping company, if applicable. Liquor Pilot shall have no liability to you, any customer, or any other person for unprocessed, lost, or mishandled orders.

At the time of your purchase, unless otherwise indicated, shipping and handling fees will not be included with your order. Such fees will be added on to the price of your purchased products. Shipping dates and/or arrival times given are estimates only. Refunds are at the sole discretion of Liquor Pilot or its affiliated retailers.

The products purchased from the sites will be shipped by a third party carrier. Title and risk of loss or damage for such products will pass to you upon our delivery to the carrier.

Packages cannot be sent to PO boxes or local carrier locations. Orders that are placed and addressed to these locations will be rejected and granted a refund.

All deliveries must be signed for by an individual who is capable of proving that he or she is 21 years of age or older by providing a valid form of identification during delivery. If there are no individuals 21 years of age or older to accept the delivery, the delivery will not be completed. After three (3) failed attempts at delivery, the package will be returned to the retailer. You will be required to pay an additional re-shipping fee in order to receive the package. Refunds for packages – and the associated shipping costs – that are returned to the retailers due to failed delivery attempts are at the discretion of the retailer.

If an individual 21 years of age or older is not available to sign for your package, you should contact your carrier and request the tracking number be routed to a local location that allows for package pick-ups. We reserve the right to refuse delivery for any reason. Packages will not be left unattended for any reason whatsoever. Liquor Pilot and its retail partners do not accept responsibility for any packages that are unable to be delivered due to issues with the delivery address that you provide.

Third Party Websites, Policies, and Content
Certain products, content, and services available via our service might include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for evaluating or examining the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or for any other products, materials, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of content, goods, services, resources, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's terms of use, policies and practices and make sure you understand them before you engage in any transaction. Complaints, concerns, claims, or questions in regards to third-party products need to be directed to the third-party.

Payment
Your debit or credit card may be charged immediately when you place an order. Orders that attempt to use an incorrect, expired, or over-the-limit credit card will not be processed. In the event such an order is processed, we reserve the right to collect funds for any uncollected transactions owed to us. If these fees or charges are not paid when due (or if a redelivery fee or restocking fee is imposed) we may charge such an amount directly to the credit card identified in your account and may suspend or terminate your access to the services. You shall be responsible and liable for any fees, including collection costs and attorneys' fees, that we may incur in our efforts to collect any unpaid balances from you. Your right to use the services is subject to limits established by your credit card issuer and/or by us.

We use a third party payment service in lieu of directly processing your credit card information. By submitting your debit card or credit card information, you grant Liquor Pilot the right to store and process your information with the third party payment service. This information may change from time to time; you agree that Liquor Pilot will not be responsible for any failures of the third party payment service to adequately keep such information protected. All financial matters regarding your information are subject to the conditions of the third party payment service provider's terms of service. You acknowledge that we may change the third party payment service and move your information to another service provider that encrypts your information using secure socket layer technology (SSL) or another comparable security technology.

Promotional Emails
You agree to receive transactional and promotional emails from LiquorPilot and Telsón Tequila when you first make a purchase or subscribe through the sites. These emails may include (but are not limited to) promotional offers. We will never sell, rent, or share your email address except to the limited extent set forth in the privacy policy or otherwise in these terms and conditions.

Privacy Policy
These terms and conditions and our privacy policy, and any other terms or agreements that may be posted on the sites (as may be amended from time to time) contain the entire agreement between you and us relating to the sites and your use of the sites, and supersede any previous arrangements, undertakings, agreements, or proposals, oral or written, between you and us in relation to such matters. No oral information or oral explanation shall alter the interpretation of our agreement. You confirm that, in agreeing to accept these terms and conditions and the privacy policy, you agree that you shall have no remedy in respect of any representation which has not become a term of these agreements, and you have not relied on any representation except insofar as the same has expressly been made a representation in these agreements.

Notice
Except as explicitly stated otherwise, any notice permitted or required by these terms and conditions must be in writing. Except as set forth in the privacy policy, any written notice to Liquor Pilot must be given by: (1) a written letter sent by express carrier (e.g. FedEx or UPS); or (2) by certified mail, return receipt requested, postage prepaid, to Liquor Pilot in which case notice will be deemed sufficient three (3) days after the date it was mailed.

Modification
We may alter or modify these terms and conditions at any time, at our sole discretion, without specific notice to you provided, however, that (a) any amendment or modification to pricing and/or billing provisions shall not apply to any charges incurred prior to the applicable amendment or modification (as the terms and conditions in effect at the time of the subject dispute or incurred changes shall govern, as applicable, and (b) any amendment or modification to the provisions applicable to dispute resolution shall not apply to any disputes incurred prior to the applicable amendment or modification. The most recent version of these terms and conditions will be posted to the website, and you should review these terms and conditions prior to using the sites. Any changes to these terms and conditions will become effective immediately and your continued use of the sites and your account following such notification will be deemed confirmation of your acceptance of such changes. You will not be eligible for any compensation because you cannot use any part of the sites or because of a suspension, failure, or withdrawal of all or part of the sites.

Acceptable Use Policy
You hereby agree that you are solely responsible for your conduct in connection with your use of the sites and for any and all acts and omissions that occur under your account or password. In connection with your use of the sites, you further agree not to engage in any of the following prohibited activities: (a) interfere with or inhibit the use of the sites by other users; (b) create an account or make any purchase if you are under twenty-one (21) years of age; (c) use the sites for commercial purposes for yourself and/or third parties (for example, by selling, or attempting to sell, your purchases to others, etc.); (d) create an account using a false identity or alter-ego, by impersonating a third party, or creating any other false account; (e) disrupt, interfere with, or attempt to gain unauthorized access to other accounts on the sites or any other computer network; (f) post any product review or comment on the social media pages or sites that is private, abusive, obscene, vulgar, sexually explicit, libelous, harassing, or inappropriate with respect to race, sexuality, ethnicity, gender, or other intrinsic characteristic, or is unrelated to our products or services or is clearly misleading or false; (g) copy, reverse engineer, or attempt to derive the source code of any part of the sites; (h) disseminate or transmit graphics, files, software or other material that actually or potentially infringes the copyright, trademark, patent,

trade secret or other intellectual property of any person; (i) use the sites in a manner or engage in any other activity that would violate any of the terms and conditions contained in these terms and conditions or any applicable laws; (j) transmit or disseminate viruses, trojan horses, or any other malicious program or code. Violation of the foregoing restrictions will result in immediate termination of your account, and may potentially subject you to further liability. We may investigate any reported violation of these terms and conditions and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, suspending future shipments under your membership or gift purchase, closing your account, unilaterally removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement regulators, officials, or other third parties.

Limited License
We grant you the limited right to access and make use of the sites as a user. The sites, including, without limitation, all text, graphics, images, software, trademarks, logos, trade names and service marks incorporated in the sites (the "content") are owned by or licensed to us. Unless authorized in writing and in advance by us or the applicable rights holder, you may not copy, distribute, modify, sell, reproduce, or display publicly perform or otherwise exploit the content for any public or commercial purpose. No provisions of these terms and conditions shall be construed to convey any property right in or license to the content unless expressly provided to the contrary.

Third-Party Servicers
You may have contact or other interaction with third parties by clicking third-party links on our sites and being directed to third-party websites (the "third-party servicers"). You acknowledge and agree that you are proceeding at your own risk and any such third-party servicers are not under our control. If you visit the website of, or submit information to, any third-party servicer, your visit and the information you submit are governed by the privacy statement of that third-party servicer. We encourage you to carefully read the privacy statements of any website you visit. We shall be in no way responsible or liable for any omissions, breaches, acts, representations or warranties made by any such third-party servicers, or for any losses, injuries, or other damages you incur in connection with your contact or other interaction with them (including the content on, or the privacy practices of) such third-party servicers.

Disclaimer and Limits on Liability
The sites and the content are provided "as available," "as is," and without warranty of any kind, implied or express, including (without limitation) the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and all warranties that may be implied by any course of performance or usage of trade, all of which are hereby expressly disclaimed to the extent permitted by law. Your use of the sites is solely at your own risk. In no event shall Liquor Pilot or its officers, directors, managers, employees, clients, or affiliates be liable to you or any third party for any claims relating to the purchase, sale, delivery and/or consumption of the alcoholic beverage or any consequences which may result thereof.

The products and services offered through the sites are provided "as available," "as is," and without warranty of any kind, implied or express, including (without limitation) the implied warranty of title, non-infringement, merchantability and fitness for a particular purpose, and all warranties that may be implied by any course of performance or usage of trade, all of which are hereby express disclaimed to the extent permitted by law provided, however, that this disclaimer of warranties in this section is not applicable to residents of the state of New Jersey.

To the extent permitted by law, (except, with respect, to residents of the state of New Jersey) the company shall not be liable, whether in contract, tort (including negligence), strict liability, product liability or otherwise for any indirect, incidental, consequential, special, punitive or exemplary damages, including, but not limited to, lost data, lost profits, or any other commercial losses or damages, arising out of or in connection with your use of or inability to use the sites, your placement or delivery of orders of alcohol, gifts, or memberships, or your use of the services and products offered through the sites even if the company has knowledge of the possibility of such damages.

Errors and Inaccuracies
We strive to provide accurate, complete, up-to-date information on our sites. Despite these efforts, technological or human errors may occur. For example, our sites may contain typographical errors, omissions, or inaccuracies, some of which may be related to pricing and availability, and some information may not be current or complete. We reserve the right to correct any errors, omissions, or inaccuracies, including after an order has been submitted, and to change or update information at any time without providing prior notice. In addition, you acknowledge that the particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors and look of products offered on the sites.

Unlawful Activity
We reserve the right to investigate complaints we may receive in connection with your use of the account, your sites, or placement of orders of any alcohol. Without limiting the generality of the foregoing, we may report any suspected illegal activity to law regulatory bodies and enforcement officials, and in doing so, may disclose any relevant information to such regulators and/or officials, including, without limitation, your IP address(es), personal information, and your sites usage history as provided in our privacy policy.

Indemnification
You agree to indemnify, defend and hold the company and its employees, representatives, affiliates, officers, members, directors, agents, service partners, licensors, clients, licensed retailers, successors and assigns harmless from and against any costs, liabilities, losses, settlements, fines, payments or damages (including reasonable attorneys' fees and costs) resulting from any claim, suit or proceeding, threatened or otherwise, at law or in equity made or brought against us, and caused by, arising out of, resulting from, or in any way attributable to: (I) your use of the sites; (ii) anything you post to the sites; (iii) your violation of these terms and conditions; (iv) your violation of the rights of any third parties; and/or (v) use of the sites or your account by any other person that accesses the sites using your computer, phone, or internet access account.

Governing Law
The privacy policy, these terms and conditions, and all issues collateral thereto shall be construed and governed in accordance with the laws of the state of New York pertaining to contracts made and to be performed entirely therein and without regard to its conflict of laws principles.

Dispute Resolution
When you agree to these terms and conditions, you are agreeing to a dispute resolution policy that includes (1) a requirement to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise out of or relate to these terms

and conditions, our privacy policy or your use of the sites or any product or service provided through the sites; and (2) a waiver of any right to bring a class action or private attorney general claim. By agreeing to arbitration, you understand and agree that you are waiving your right to maintain other available resolution processes, such as trial by jury, a court action, or administrative proceeding, in order to settle your dispute.

You and we agree that in the event of any dispute between us, you and we will first try to resolve the dispute by communicating with each other. Accordingly, neither you nor we may start a formal proceeding for at least thirty (30) days after one of us notifies the other party in writing of a dispute. The parties shall attempt to resolve any controversy or claim arising out of, or relating to, any provision of the agreement or the breach thereof by good faith negotiations between the parties.

If you and we are unable to resolve our dispute by talking to each other, you and we each agree that, to the fullest extent permitted by law, any controversy or claim arising out of or relating to our relationship, either the terms and conditions or the privacy policy (including any dispute as to their breach, termination, enforcement, interpretation or validity), the sites or any product or service provided under or in connection with our relationship that is not resolved will be resolved exclusively by final and binding arbitration before one arbitrator in the county of New York, New York under the rules of the American arbitration association then in effect. The prevailing party, as determined by the arbitrator, shall be entitled to collect its reasonable expenses, costs, and interest (including reasonable arbitration fees, attorneys' fees, and other such costs). Each party understands that by agreeing to this binding arbitration provision, both parties give up their respective rights to trial by jury. You have a right to hire an attorney at your own cost to represent you in arbitration. The arbitrator's decision shall be final and binding and may be enforced by any federal or state court that has jurisdiction; provided, however, that the arbitrator shall not have authority to make errors of law and any arbitration award may be challenged if the arbitrator does so. The arbitrator shall give a written statement of the disposition of each claim and the award, including any award of costs, expenses or interest, shall provide a concise written statement of the essential findings and conclusions upon which it is based. Notwithstanding any provision in these terms and conditions to the contrary, we agree that if we make any future material change to this arbitration agreement, it will not apply to any individual claim(s) of which you had already provided notice to us.

You and we agree not to join or consolidate claims in arbitration by or against the other. You and we also agree that you and we will not be entitled to bring any claim as a representative member of a class or in a private attorney general capacity against the other, or against our service partners, clients, local fulfillment retailers, licensed retailers, officers, directors, employees, representatives, licensors, members, agents, affiliates and predecessors. You hereby waive any right to bring a class action or private attorney general claim. You and we retain our respective rights to make any complaint to regulatory agencies or governmental investigators. A court may sever any portion of this provision that it may find to be unenforceable, except for the prohibition on class, representative or private attorney general arbitration.

Notwithstanding any of the foregoing, if we are suffering irreparable harm arising out of or related to your use of the sites, we are not precluded from bringing an action or claim with respect thereto before the appropriate federal or state court located in the county of New York, New York, and you consent to personal and subject matter jurisdiction of such court related to any such action or claim.

Notice to California Users
Users of the sites who are residents of California are entitled to know there are no charges to the consumer for use of our sites, other than the cost of any products or services purchased therein and any applicable shipping fees, taxes, and other charges associated with such purchases. These charges appear for each purchase on the order confirmation pages relating to each purchase (unless otherwise stated) and e-mailed to the consumer after purchase. We reserve the right to change our pricing. You may contact us to resolve a complaint regarding any aspect of our service by emailing us at notices@liquorpilot.com .

Assignment
These terms and conditions are personal to you and your account. We may assign any of our rights and delegate any of our duties hereunder at any time, without your consent, at our sole discretion. You may not assign these terms and conditions without our prior written consent. The privacy policy and these terms and conditions will insure to the benefit of our successors, assigns and licensors.

Force Majeure
Neither the company nor any service provider, including but not limited to licensors, licensees, licensed retailers, local fulfillment retailers, officers, directors, agents, employees, clients, service partners, members, representatives or affiliates, shall be liable for performance of its obligations under these terms and conditions if it is prevented or delayed from performing such obligations as a result of (I) any provision of any present or future law or regulation of any state or of the united states, (ii) any act of god, war, civil unrest, or emergency condition, (iii) the unavailability, failure or interruption of the internet; or (iv) any other circumstances beyond the reasonable control of the company or its service providers including but not limited to licensors, licensees, licensed retailers, local fulfillment retailers, officers, directors, agents, employees, clients, service partners, members, representatives or affiliates.

Waiver
Any waiver or failure to enforce any provision of these terms and conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Severability
In the event that any provision of these terms and conditions is declared unenforceable or void, such provision shall be deemed severed from these terms and conditions, and these terms and conditions shall otherwise remain in effect and full force unless its purpose cannot be effected absent the severed provision.

Entire Agreement
The privacy policy and these terms and conditions constitute the entire agreement between you and us with respect to the subject matter hereof, and supersede all prior agreements, whether oral or written.

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