

Detroit City Distillery Privacy Policy

Effective Date: 8/1/21

Thank you for visiting the Detroit City Distillery, LLC ("DCD") webpage, <https://www.detroitcitydistillery.com/>(the "Site"), making a purchase from our shop, or contacting DCD with any questions or comments (collectively, the "Services"). This Privacy Policy is intended to describe how DCD handles information that you provide, or that we learn about the individuals who: visit or use our website, contact us by email or through the Website, engage with our social media page or visit us in person. We recommend that you carefully review this notice before providing us with any information. By accessing and using this Site, you agree to this Privacy Policy and our Terms of Service.

BY VISITING OR USING THE SERVICES, YOU EXPRESSLY CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION ACCORDING TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH OUR POLICIES AND PRACTICES, YOUR CHOICE IS TO NOT USE THE SERVICES. YOUR PERSONAL INFORMATION MAY BE PROCESSED IN THE COUNTRY WHERE IT WAS COLLECTED AS WELL AS OTHER COUNTRIES (INCLUDING THE UNITED STATES) WHERE LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY. BY UPLOADING PERSONAL INFORMATION TO THE SERVICES YOU WARRANT THAT YOU HAVE THE RIGHT TO TRANSFER SUCH INFORMATION OUTSIDE YOUR COUNTRY AND INTO THE UNITED STATES.

Children's Privacy

The DCD Site and Services are not intended for use by anyone under the age of 21 and DCD does not knowingly collect any information from anyone under 21 years old through the Site. If the parent or guardian of a child under 18 believes that the child has provided us with any information, the parent or guardian of that child should contact us if they want this information deleted from our files. If DCD obtains knowledge from any source that it has information about a child under 18 in retrievable form in its files, we will delete that information from our existing files.

What Information does DCD Collect and How is it Used?

Personal Information

DCD will only collect personal information that you voluntarily provide to us or our service providers. If you use the Services to contact us with a question or comment, we may collect your name, e-mail address, telephone number, and the particulars of your question or comment. You may also voluntarily provide personal information when you choose to engage in the following activities:

- request information;
- participate in a survey;
- register for a tour;
- interact with our social media pages;
- subscribe to one of our newsletters; or
- participate in other activities offered by DCD that require your personal information.

If you're using the Services on your mobile device, you may also choose to provide us with location data. You can still use the Services if you do not grant us permission to access your location data, however, you may not be able to use all the features of the Services.

Purchasing Alcohol for Delivery

If you wish to make an alcohol purchase from DCD for delivery, you will be redirected to the website for Beverage Warehouse, a third-party alcohol shipping provider. If you use Beverage Warehouse to complete a purchase, your payment and personal information is subject to the privacy policy and terms of use of Beverage Warehouse. We recommend you review these policies before uploading any personal or financial information.

Financial Information

DCD uses Foursquare a secure payment provider, to process your payments if you use the Services to make a purchase. Your personal and payment information is subject to the privacy policy and terms of use of Foursquare. We recommend you review these policies before uploading any credit card information. DCD does not have access to your credit card information and does not store this information on our servers.

Non-Personal Information

Like most website operators, DCD collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request when visitors use the Services. DCD's purpose in collecting non-personally identifying information is to better understand how DCD's visitors use the Services. From time to time, DCD may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its Services. DCD also collects potentially personally-identifying information like Internet Protocol (IP) addresses and may collect statistics about the behavior of visitors to the Services. For instance, DCD may monitor the Services to

help identify spam. We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

In addition to log data, we may also collect information about the device you're using to access the Services, including the type of device, the operating system, device settings, device identifiers and crash data. Whether we collect some or all of this information often depends on what type of device you're using and its settings. To learn more about the information your device makes available to us, please review the policies of your device manufacturer or software provider.

We do not collect personal information automatically, but we may tie this information to personal information about you that we collect from other sources or you provide to us.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase the Services' functionality. These third-party service providers have their own privacy policies addressing how they use such information.

How we use your information

We use the information we collect to provide you full access and functionality of the Services. Accordingly, your information may be used for the following purposes: (i) to provide and improve our services, features and content; (ii) to administer your use of our services and accounts; (iii) to enable users to enjoy and easily navigate the Services; (iv) to better understand your needs and interests; (v) to fulfill requests or to respond to questions or comments you may make; (vi) to personalize your experience; (vii) to provide you with announcements, notifications and advertisements related to your interests and use of the Services and other communications such as electronic newsletters, promotional e-mails or similar messaging; (viii) to provide service announcements; (ix) to protect against users seeking to hack into the Services; (x) to assess the level of general interest in the Services and (xi) for any other purpose with your consent.

With Whom Do We Share Your Information?

Personal Information

DCD may share personal information with certain third parties such as our agents, service providers and other representatives acting on our behalf. For example, we may share personal information with third parties to perform services on our behalf such as:

- providing you access to the Services;
- fulfilling your requests;
- administering your account;
- sending marketing communications; or
- conducting other business activities as needed.

The third parties with whom we conduct business are authorized to use your information only to perform the service for which they are hired. They are required to abide by the terms of our Privacy Policy including taking reasonable measures to ensure your personal information is secure. On occasion, we contract with trusted third-party providers who would receive your personal information and conduct anonymized aggregate analyses of the data. Through our contractual arrangements, we require our contracting partners to maintain adequate security of personal information provided to them. We do not permit such third parties to sell your personal information to other third parties.

Other Ways We May Share your Personal information

We may disclose non-personally identifiable aggregated information about our users without restriction.

Other than to its employees, contractors and affiliated organizations or as described above, we disclose personally-identifying information only when required to do so by law, or when we believe in good faith that disclosure is reasonably necessary to protect the property or rights of DCD, third parties or the public at large. If you send us a request (for example via chat, a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users.

In addition, in some cases we may choose to buy or sell assets. In these types of transactions, user information is typically one of the business assets that is transferred. Moreover, if DCD or substantially all of its assets were acquired, or in the unlikely event that DCD goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of DCD may continue to use your personal and non-personal information only as set forth in this policy. Otherwise, we will not rent or sell potentially personally-identifying and personally-identifying information to anyone.

We may also disclose your personal information if you expressly consent to the disclosure.

Security

We are committed to protecting your personal information. We regularly test our facilities and use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure.

We Do Not Sell Your Personal information

DCD does not, to the best of our knowledge, sell or rent personal information that we have collected or retain about you to any other third-party for any purpose. Accordingly, we do not offer individuals the ability to “opt-out” of the selling or renting of personal information because we do not engage in those practices.

Our Data Retention Criteria

The period during which we store your personal information varies depending on the purpose for the processing. For example, we store personal information needed to provide you with products and services, or to facilitate transactions you have requested, for so long as you are a customer of DCD. We store your personal information for marketing purposes until you have opted-out of receiving further direct marketing communications in accordance with applicable law. In all other cases, we store your personal information for as long as is needed to fulfill the purposes outlined in this Privacy Policy, following which time it is either anonymized (where permitted by applicable law), deleted or destroyed.

Our Use of Cookies and Analytical Tools

Cookies are text files containing small amounts of information which are downloaded to your hard disk or to your browser's memory when you visit one of our Sites. Cookies are useful because they help arrange the content and layout of our Sites and allow us to recognize those computers or other devices that have been to our Sites before. Cookies do many different jobs, such as allowing our Sites to remember your preference settings and helping us to enhance the usability and performance of our Sites and your experience using them. Our Sites also may contain electronic images known as web beacons – sometimes called single-pixel gifs – that allow us to count the number of users who have visited specific pages. We may also include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon. The type of cookie or similar technology that may be used on our Sites can be categorized as follows: Strictly Necessary, Performance, Functionality & Profile and Advertising.

- **Strictly Necessary Cookies.** These cookies are essential for basic functionalities of the Site, and they enable you to move around our Sites and use their features, particularly in connection with information searches and order placement. Without these cookies, services you have asked for cannot be provided. These cookies do not gather information about you that could be used for marketing or remembering where you have been on the internet. Examples of strictly necessary cookies are a shopping basket cookie, which is used to remember the products that you wish to purchase when you add products to your shopping basket or proceed to checkout, a login/ authentication cookie which allows and manages your login to the Site and identifies you after logging in for a single session, a session cookie which is required to carry out the data transmission and provide the Site to you, a security cookie that detects repeat failed login attempts or similar abuses of the Sites. These types of cookies are regularly stored only as long as required for their purpose.
- **Performance Cookies.** These cookies collect information about how you use our Sites, for example which pages you go to most often and if you get any error messages from certain pages. These cookies collect information that is used to improve how our Sites work. Without these cookies we cannot learn how our Sites are performing and make relevant improvements that could better your browsing experience. Examples of performance cookies that our Sites use include cookies from Google and Adobe Analytics (see further discussion below).
- **Functionality & Profile Cookies.** These cookies allow our Sites to store information that you provide, such as preferences, and to store technical information useful for your interactions with our Sites. For instance, they remember your user ID and elements of your user profile. They also ensure that your experience using the Sites is relevant to you. They may also be used to provide services you have asked for such as watching a video or commenting on a blog. These cookies will not be used to track your browsing activity on other websites. Without these cookies, a website cannot remember choices you have previously made or personalize your browsing experience. For example, we use a cookie to store your language preferences, which allows us to present you with product search results in the correct language, and we use a cookie to store your choice about the appearance of the cookie information banner that we display on our Sites. This cookie will help us remember your choice about the appearance of the cookie information banner when you subsequently visit the same site where you made your choice about the banner and any other DCD sites with the same domain or the same top-level domain.
- **Advertising Cookies and Similar Technologies.** These cookies or similar technologies may be used to deliver advertisements that are more relevant to you and your interests. They may also be used to limit the times you see an advertisement as well as help to measure the effectiveness of the advertising campaign. These cookies may track your visits to other websites. Without these cookies or other technologies, online advertisements you encounter will be less relevant to you and your interests.

Setting your cookie preference

You can usually modify your browser settings to decline cookies and you can withdraw your consent at any time by modifying the settings of your browser to reject or disable cookies or by opting out of specific cookies through the opt-out options shared below. If you choose to decline cookies altogether, you may not be able to fully experience the features of the Sites that you visit.

Our use of web analytics

We use different analytic tools which serve the purpose of measuring, analyzing and optimizing our marketing measures and provide you with customized advertisements that could be of particular interest to you. In particular, we use the following tools:

- **Google Analytics** uses cookies which enable an analysis of your use of the Sites. The information collected (IP address, browsing activities and other data linked to your usage of the Sites) is usually transferred to a Google server in the USA and stored there. You can prevent Google Analytics from recognizing you on return visits to the Sites by disabling cookies on your browser. To see how you can opt-out of certain Google features, visit: [Google Analytics Opt Out Link](#).

Your Rights and Responsibilities

You are permitted, and hereby agree, to only provide personal information to DCD if such personal information is accurate, reliable, and relevant to our relationship and only to the extent such disclosure will not violate any applicable data protection law, statute, or regulation.

You may have certain rights under applicable data protection law with respect to personal information about you that is collected through the Sites or when you contact or otherwise engage with us. To exercise any of these data privacy rights, please contact us, or have your authorized agent contact us, in accordance with the "Contact Us" section listed below. In the event you submit, or your authorized agent submits on your behalf, a data request, you (and your authorized agent) hereby acknowledge and agree, under penalty of perjury, that you are (or the authorized agent of) the consumer whose personal information is the subject of the request. We will respond to any data requests within the timeframes required by law, and we may charge a fee to facilitate your request where permitted by law.

Marketing. You have the right to opt-out of receiving electronic direct marketing communications from us. All electronic direct marketing communications that you may receive from us, such as e-mail messages, will give you an option of not receiving such communications from us in the future.

California Privacy Rights. California Civil Code Section § 1798.83 permits users of the Sites that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. Pursuant to the California Consumer Privacy Act of 2018, as amended ("CCPA"), California residents may have certain data privacy rights, such as the right to be notified about what personal information categories are collected about you, and our intended use and purpose for collecting your personal information. You have the right to request access to your personal information and, to the extent feasible, request that it be transmitted in certain forms and formats. You may have the right to request that we (and any applicable service provider) delete your personal information. You have the right not to be subject to discrimination for asserting your rights under the CCPA. If you make, or an authorized agent on your behalf makes, any request related to your personal information, DCD will ascertain your identity to the degree of certainty required under the CCPA before addressing your request. DCD may require you to match at least three pieces of personal information we have previously collected from you before granting you access or otherwise responding to your request.

Do Not Track. Some web browsers may transmit "do-not-track" signals to the Sites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

European Union (EU) Privacy Disclaimer

DCD processes personal information in accordance with the legal bases set forth in the EU General Data Protection Regulation (GDPR) or EU Member State law. For example, our processing of Personal Data on individuals (as described above) is justified based on statutory provisions that (1) processing is based on the consent; (2) processing is necessary for DCD's legitimate interests as set out herein; and (3) processing is necessary for the performance of a contract to which you are a party. If you are in the EU or afforded protection under the GDPR, you may have certain rights with respect to the Personal Data. To the extent permitted by applicable data protection laws, you may access the Personal Data we hold about you; request that inaccurate, outdated, or no longer necessary information be corrected, erased, or restricted; and, request that we provide your Personal Data in a format that allows you to transfer it to another service provider. You also may withdraw your consent at any time where we are relying on your consent for the processing of your Personal Data. You may object to our processing of your Personal Data where that processing is based on our legitimate interest. You have the right to lodge a complaint with your competent data protection authority. If you wish to exercise any of these rights, please contact us in accordance with the instructions provided below.

Nevada Privacy Disclaimer

Pursuant to Nevada law, a Nevada "consumer" (as the term is defined therein), may, at any time, submit a verified request through a designated request address to an "operator" directing the operator not to make any sale of his or her personal information that the operator has collected or will collect about the consumer. For clarity purposes, DCD does not sell or exchange your personal

information for monetary consideration to a third party for the third party to license or sell the information to additional persons or parties.

Links to Third-Party Websites

The Services may contain links to other sites that are not operated by us. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Changes to This Privacy Policy

We may occasionally update this Privacy Policy. When we do, we will revise the "last updated" date at the top of the Privacy Policy and take such additional steps as may be required by law.

Persons with Disabilities

DCD strives to ensure that every person has access to information related to our products and services, including this Privacy Policy. Please contact us if you would like this Privacy Policy provided in an alternative format and we will seek to meet your needs.

Contact Us

If you have questions regarding this Privacy Policy, our handling of your personal information, or would like to request more information or exercise a data right, please contact us by email at tastingroom@detroitcitydistillery.com

Detroit City Distillery Terms of Service

These Terms of Service ("Terms") govern your access to and use of the <https://www.detroitcitydistillery.com/> website (the "Website"). You agree that by visiting or using the Website, you are entering a legally binding agreement with Detroit City Distillery ("DCD") based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement"). Your access to and use of the Website are conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Website you agree to be bound by the Agreement.

1. Basic Terms

You must be 21 year of age or older to visit or use the Website for any reason. By visiting the Website, you expressly represent that you are 21 years of age or older. If you use the Website to purchase alcohol you will be required to show proof of legal drinking age at the time of pickup. Any alcohol you purchase must be for personal consumption and not for resale. If a person under 21 years of age attempts to purchase alcohol from DCD, we will take any action necessary to prosecute under applicable law.

Please note that the Government has provided the following warning concerning the consumption of alcoholic beverages.

Government warning: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems. Drink responsibly.

DCD reserves the right to cancel any sale or attempted sale for any reason.

DCD is not responsible for and is making no guarantee or endorsement of Beverage Warehouse, a third-party alcoholic beverage delivery provider. If you use Beverage Warehouse, to place a delivery order, you expressly acknowledge that DCD is not responsible for any action or inaction of Beverage Warehouse and that DCD is not a party to any purchase agreement or other transaction between you and Beverage Warehouse.

You are responsible for your use of the Website and for any consequences thereof. You may use the Website only if you can form a binding contract with DCD and are not a person barred from accessing the Website under the laws of the United States or other applicable jurisdiction. If you are using the Website on behalf of a business or organization, you are expressly representing that you have the full right and authority to use the Website and to take any actions on or related to the Website. You may use the Website only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Website are always evolving and the form and nature of the Website may change from time to time without prior notice to you. In addition, DCD may stop (permanently or temporarily) providing the Website (or any features within the Website) to you or to users

generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Website may include advertisements, which may be targeted to the content or information on the Website, queries made through the Website, or other information. The types and extent of advertising on the Website are subject to change. In consideration for DCD granting you access to and use of the Website, you agree that DCD, third party providers and partners may place such advertising on the Website or in connection with the display of content or information from the Website whether submitted by you or others.

2. Privacy

Any information that you provide to DCD is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Website you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by DCD. As part of providing you the Website, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Website and your DCD account, which you may not be able to opt-out from receiving.

If you send or authorize DCD to send an invitation to a third-party to join or visit the Website, you are expressly representing that the third-party has requested to join the Website and communication extending the invitation was sent in accordance with applicable law.

3. Content on the Website

Please be aware that any use or reliance on any information you obtained through the Website is at your own risk. You understand that by using the Website, you may be exposed to content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will DCD be liable in any way for any content posted, emailed, transmitted or otherwise made available via the Website or broadcast elsewhere.

4. DCD Rights

All right, title, and interest in and to the Website and any content available on the Website are and will remain the exclusive property of DCD and its licensors. The Website and its content are protected by copyright, trademark, and other laws of both the United States and foreign countries. DCD reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding DCD, or the Website are entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

5. Restrictions on Use of The Website

We reserve the right at all times (but will not have an obligation) to suspend and or terminate Users or reclaim usernames without liability to you.

You may not do any of the following while accessing or using the Website: (i) access, tamper with, or use non-public areas of the Website, DCD's computer systems, or the technical delivery systems of DCD providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Website by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by DCD (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with DCD (NOTE: scraping the Website without the prior consent of DCD is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Website to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Website, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Website.

6. Ending These Terms

The Terms will continue to apply until terminated by either you or DCD as follows.

You may end your legal agreement with DCD at any time for any reason by deactivating your accounts or discontinuing your use of the Website. In order to deactivate your account, please contact us at tastingroom@detroitcitydistillery.com. Please note that deactivating your account may not relieve you of any payment obligations you have pursuant to a subscription or other agreement with DCD.

We may suspend or terminate your accounts or cease providing you with all or part of the Website at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Website to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Website the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Website, except those Sections you would expect to survive termination.

Nothing in this section shall affect DCD's rights to change, limit or stop the provision of the Website without prior notice, as provided above.

7. Disclaimers, Limitations of Liability and Indemnity

Please read this section carefully since it limits the liability of DCD and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "DCD Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied

warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Website are Available "AS-IS"

Your access to and use of the Website are at your own risk. You understand and agree that the Website are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, THE DCD ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The DCD Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Website or any information on the Website; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website, or any content; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Website; (iv) whether the Website will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (v) any advice or information you receive through the Website; and (vi) any injuries or harm you or a third party incurs as a result of information or advice received through the Website. No advice or information, whether oral or written, obtained from the DCD Entities or through the Website, will create any warranty not expressly made herein.

B. Links

The Website may contain links to third-party Website or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such Website or resources; or (ii) the content, products, or Website on or available from such Website or resources. Links to such Website or resources do not imply any endorsement by the DCD Entities of such Website or resources or the content, products, or Website available from such Website or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such Website or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DCD ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE; (ii) ANY CONTENT OBTAINED FROM THE WEBSITE; OR (iii) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE DCD ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID DCD, IF ANY, IN THE PAST SIX MONTHS FOR ACCESS TO THE WEBSITE GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE DCD ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

D. Indemnification

To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the DCD Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable attorneys' fees and costs, related to all third party claims, charges and investigations related to any activity in which you engage on or through the Website.

8. GENERAL TERMS. Waiver and Severability

The failure of DCD to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

A. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the state of Michigan without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Website will be brought solely in the federal or state courts located in Wayne County, Michigan, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. You agree that you may only bring claims against DCD related to your use of the Website on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

B. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between DCD and you regarding the Website (excluding any service for which you have a separate agreement with DCD that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between DCD and you regarding the Website.

We may revise these Terms from time to time, the most current version will always be at www.detroitcitydistillery.com. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Website. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 6 above. By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us.

Effective: 8/1/21

Detroit City Distillery Terms of Sale

The Detroit City Distillery Promise

At Detroit City Distillery we work hard to provide you the best possible online shopping experience. To help assist in your online shopping process we have listed our policies for shipping, returns and warranties. For any further questions, email us at tastingroom@detroitcitydistillery.com.

These Terms of Sale ("Sale Terms") govern purchases made on or through the <https://www.detroitcitydistillery.com/shop/> website (the "Website") or at the DCD Tasting Room located at 2462 Riopelle in Detroit's historic Eastern Market ("Tasting Room"). You agree that by making a purchase you are entering a legally binding agreement with Detroit City Distillery ("DCD") based on the Sales Terms, Terms of Use and the Privacy Policy, which are hereby incorporated by reference (collectively referred to as the "Agreement").

Age Restriction

You must be 21 year of age or older to visit or use the Website for any reason. By visiting the Website, you expressly represent that you are 21 years of age or older. If you use the Website to purchase alcohol you will be required to show proof of legal drinking age at the time of pickup. Any alcohol you purchase must be for personal consumption and not for resale. If a person under 21 years of age attempts to purchase alcohol from DCD, we will take any action necessary to prosecute under applicable law.

Please note that the Government has provided the following warning concerning the consumption of alcoholic beverages.

Government warning: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery and may cause health problems. Drink responsibly.

You are solely responsible for any damages or losses related to your consumption of alcohol. You expressly agree not to name DCD as a party in any dispute related to your consumption of alcohol. Please drink responsibly.

Pickup Policy

DCD does not currently ship any products purchased on the Website and all Orders must be picked up at the Tasting Room. DCD will notify you at the email you provided when your order is ready to be picked up.

Alcohol Shipping

DCD is not able to ship any alcohol purchased on the Website or from the Tasting Room. If you would like to have DCD alcohol shipped to your location, you can contact a third-party alcoholic beverage shipper. If you use a third-party alcohol beverage shipper, such as Beverage Warehouse, DCD is not responsible for the actions of the shipper and is not a party to any purchase or other agreement you have with the shipper.

Returns and Cancellations

We reserve the right to cancel any order for any reason. In the event you make an order or attempt to make an order at a price or description that was listed in error, we will cancel the order and contact you to determine if you would like to resubmit the order at the correct price or description. If we cancel an order after we collected payment, we will issue you a full refund within 14 days of the cancellation.

ALL SALES ARE FINAL.