

Terms and Conditions

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Disclaimer:

While we work to ensure that product information on this website is correct and current, on occasion we may alter a product's ingredients as we strive to improve our products. Actual product packaging and materials may contain more and/or different information than that shown on our website. We recommend that you do not solely rely on the information presented and that you always fully read product labels before consuming our products. For additional information about a product, please contact us. Content on this site is for reference purposes and is not intended to substitute for advice given by a physician, pharmacist, or other licensed healthcare professional. You should not use this information as self-diagnosis or for treating a health problem or disease. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements regarding our products have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition.

Welcome to Pinkwater Holdings, LLC (Bontá). Please read these Terms of Use ("Terms") carefully. They contain the legal terms and conditions that govern your use of and access to our website, mobile site, and mobile application (collectively, our "Sites and App"), as well as our provision of products and services. Certain services, promotions and features may have additional terms and conditions, and those additional terms and conditions are incorporated herein by reference.

By visiting any of our Sites and App, you are signifying your assent to these Terms and our Privacy Policy, which is incorporated herein by reference. Any products ordered, or services used through any of our Sites and Apps are also governed by these Terms. We may revise these Terms from time to time by posting a revised version. **YOUR CONTINUED USE OF ANY OF THE SITES AND APPS AFTER WE POST ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IN ADDITION, BY ORDERING PRODUCTS OR USING SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND REVIEWED THESE TERMS IN THEIR ENTIRETY, YOU AGREE TO THESE TERMS AND THE PRIVACY POLICY AND THESE TERMS CONSTITUTE BINDING AND ENFORCEABLE OBLIGATIONS ON YOU.**

1. Your Use of Our Sites and Apps

You may access and use our Sites and Apps solely for your personal, noncommercial use. Except as expressly authorized hereunder, our Sites and Apps may not be reproduced, duplicated, copied, sold, resold, visited, reverse-engineered or otherwise exploited for any commercial purpose without our prior written authorization. We reserve the right to alter or discontinue our Sites and Apps, in whole or in part, at any time in our sole discretion.

Subject to and conditioned upon your compliance with these Terms, we grant to you a non-exclusive, non-transferable, limited right and license, without right of sublicense, to access and use our Sites and Apps, including any images, text, graphics, sounds, data, links and other materials incorporated into our Sites and Apps (other than your User

Submitted Materials as defined below), solely as made available by us and solely for your own personal purposes. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of our Sites and Apps or create derivative works of any portion our Sites and Apps without our written consent. While using any of our Sites and Apps, you agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including, without limitation, others' privacy rights or rights of publicity;
- Impersonate any person or entity or use any fraudulent, misleading or inaccurate email address or other contact information;
- Restrict or inhibit any other user from using any of our Sites and Apps, including, without limitation, by means of "hacking" or defacing any portion our Sites and Apps;
- Violate any applicable laws or regulations;
- Upload to, transmit through, or display on any of our Sites and Apps (a) any material that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any confidential, proprietary or trade secret information of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming;
- Transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other destructive items;
- Modify, adapt, translate, distribute, reverse engineer, decompile or disassemble any portion of our Sites and Apps; and
- Remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of our Sites and Apps.

If you fail to comply with the above rules, such failure will constitute a violation of these Terms, and, in addition to any other rights or remedies we may have, we may immediately terminate your access to and use of our Sites and Apps.

In addition, there are specific policies applicable to the Bontá Site. If you use a Bontá Site, you agree not to:

- Display adult nudity or inappropriate child nudity.
- Upload photographs of people who have not given permission for their photographs to be uploaded to a share site.
- Post objectionable material, such as material containing hate or malicious content or offers for adult services, or material inciting or advocating terrorism or violence.

2. Your Account

You may create a member account with any of our Sites and Apps by registering your name, providing certain information about yourself, and creating a password. You agree

that you will provide complete, current and accurate information about yourself as requested, and that you will keep that information up to date. You are responsible for safeguarding the confidentiality of your username and password that you use to access your member account on our Sites and Apps. You agree not to disclose your username or password to any third party. **YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED SUCH ACTIVITIES OR ACTIONS.** You will immediately notify us of any unauthorized use of your account on any of our Sites and Apps.

In order to create a member account with any of our Sites and Apps, you must be at least 18 years of age. You represent to us that you are at least 18 years old. If you are not, please do not set up an account with any of our Sites and Apps.

3. Making Purchases

If you wish to purchase any products or services through any of our Sites and Apps, we will ask you to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third-party payment processor must be accurate, current and complete. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION.** You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

Descriptions, images, references, features, content, specifications, products, price and availability of any products or services are subject to change without notice, and our current prices can be found on our Sites and App. We make reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on our Sites and App at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our Sites and App. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any product or service.

Title and risk of loss for any purchases pass to you upon our delivery to our carrier. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

4. Calendar Feature

Our Sites and Apps may provide you with access to a calendar feature where you can store birthdays, anniversaries, and other key dates and details about friends and family, and we may send you email reminders of the personalized dates you have entered in this calendar. We may provide you with this feature as a convenience only, but we cannot guarantee that this feature will work accurately in all cases and/or at all times. We are not responsible or liable for any damages caused by your reliance on, use of and/or inability to use this feature. Reminder information is highly confidential and will not be shared with third parties.

5. Contests and Sweepstakes

In addition to the terms and conditions of these Terms, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through our Sites and Apps may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such Promotion. To the extent that the terms and conditions of such rules conflict with these Terms, the terms and conditions of such rules will control.

6. Mobile Applications

Before using any of our mobile applications ("App"), we may ask you to install a valid copy of the App on your mobile device, register for an account, input your account information into the App as requested, and meet certain hardware and connection requirements which may change as the App evolves. You are responsible for any internet connection fees and/or mobile carrier charges that you incur when accessing or using an App. Should you uninstall an App from your mobile device, you may not be able to use all or some of the features of the App. We use reasonable efforts to accurately display the attributes of any photographs in products that you order through an App, including the colors of those photographs; however, the actual color you see is dependent upon your mobile device, and we cannot guarantee that your mobile device will accurately display such colors.

7. Third-Party Sites, Software and Services

Our Sites and Apps may direct you to sites, software or services owned or operated by third parties ("Third Party Properties"). We have not reviewed all of the Third-Party Properties to which you may be directed, and we have no control over such Third-Party Properties. We have no control over and are not responsible for (a) the content and operation of such Third-Party Properties, or (b) the privacy or other practices of such Third-Party Properties. The fact that our Sites and Apps direct you to such Third-Party Properties does not indicate any approval or endorsement of any such Third-Party Properties. We direct you to such Third-Party Properties only as a convenience. You are responsible for the costs associated with such Third-Party Properties, including any applicable license fees and service charges. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any such Third Party Properties.

Other sites may provide links to our Sites and Apps with or without our authorization. We do not endorse such sites and are not and will not be responsible or liable for any links from those sites to our Sites and Apps, any content, advertising, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES, SOFTWARE AND SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SOFTWARE AND SERVICES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES, SOFTWARE AND SERVICES.

8. Copyright Issues

While we are not obligated to review User Submitted Materials for copyright infringement, we are committed to protecting copyrights and expect users of our Sites and Apps to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through our Sites and Apps infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Sites and Apps; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of

perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. DMCA notices and counter-notices regarding our Sites and Apps should be sent to:

Bontá Beverage Company, LLC.
Attn: Jay Miller (Legal)
25 E 67th Street
New York, NY 10065
Email: hello@drinkBontá.com

9. Forums

We may permit you to share your User Submitted Materials with other users, including, without limitation, to our user comment functionality, online image share feature and our public gallery, user forums and blogs (collectively, "Forums"). Some Forum participants may use anonymous screen names and may have no other connection with us or any of our family of brands. A large volume of material is available in our Forums and Forum participants may occasionally post messages or make statements, whether intentionally or unintentionally, those are inaccurate, misleading or deceptive, or provide content that may be objectionable to you. We neither endorse nor are responsible for such messages, statements, or content, or any opinion, advice, information or other utterance made or displayed by third parties, whether such third parties are users of our Sites and Apps or others. The opinions expressed in the Forums reflect solely the opinions of the participants and may not reflect the opinions of us or any of our family of brands. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we, our directors, officers, shareholders, employees, contractors, agents, representatives, affiliates, or third-party users be liable for any loss or damage caused by your reliance on such information obtained through our Forums. We may, but have no obligation to, monitor the Forums and any materials displayed, transmitted or otherwise made available on or through the Forums or otherwise through our Sites and Apps.

10. Disclaimer of Warranties

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THESE TERMS, OUR PRODUCTS AND SERVICES, INCLUDING ALL MATERIALS INCORPORATED THEREIN, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE AND OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES DISCLAIM ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NOTE: CERTAIN APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NO STATEMENT OF OURS OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES AND AFFILIATES SHALL CREATE ANY WARRANTY OTHER THAN THOSE EXPRESSLY CONTAINED IN THESE TERMS.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER WE NOR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, OR AFFILIATES (THE "BONTÁ PARTIES") SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, PROFITS, USE OR DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF THE BONTÁ PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS OR DATA, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT THE BONTÁ PARTIES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHERMORE, THE BONTÁ PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH PRODUCTS IS TO OBTAIN A REFUND, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH SERVICES IS TO STOP USING THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF THE BONTÁ PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO OUR PROVISION OF (OR FAILURE TO PROVIDE) PRODUCTS OR SERVICES SHALL BE THE ACTUAL PRICE PAID THEREFORE BY YOU. NOTE: CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

12. Policy for Idea Submission

Many of our customers are interested in submitting ideas and suggestions for products and services to be used at our Sites and Apps, either independently of, or in conjunction with, our internally developed concepts. We appreciate our customers' interest in improving our Sites and Apps; however, please note that any such ideas or suggestions that you submit will be owned by us, and you hereby irrevocably assign any intellectual property rights in such ideas and suggestions to us. If you intend to retain any intellectual property rights in your ideas and suggestions (patent, trade secrets, copyright, trademark, etc.), please do not submit them to us without our prior written approval.

You can inquire regarding such approval by sending a letter to Bontá Beverage Company., Attn: Idea Submission, 25 E 67th Street, New York, NY 10065. If we are interested in pursuing any idea or suggestion of yours, we will contact you. Please note that an additional legal agreement may be required by us in order to evaluate your idea or suggestion.

13. Notice for California Users

This notice is for our California users: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

14. Intellectual Property Notices

Our Sites and Apps are © 2018-2019 Pinkwater Holdings, LLC (Bontá). All rights reserved.

All trademarks and service marks on any of our Sites and Apps not owned by us are the property of their respective owners. Bontá owns the following registered trademarks and logos: "Drink Bontá", "Bontá Means Goodness" and "Bontá". The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained on any of our Sites and Apps should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

15. Jurisdictional Issues

Our Sites and Apps are controlled and operated from the United States. Our Sites and Apps are not subject to the laws or jurisdiction of any state, country or territory other than that of the United States. We do not represent or warrant that any of our Sites and Apps,

products, and/or services or any part thereof is appropriate or available for use in any particular jurisdiction. Those who choose to access Bontá do so on their own initiative and at their own risk, and are responsible for complying with all applicable laws, rules and regulations. We may limit the availability of our Sites and Apps, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

16. Miscellaneous

These Terms are governed by and construed in accordance with the laws of the State of New York, United States of America, without regards to its conflict of law provisions. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of New York, NY, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of these Terms, or the application thereof to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision will be enforced to the maximum extent possible, or, if incapable of such enforcement, will be deemed to be deleted from these Terms, and the remainder of these Terms and such provisions as applied to other persons, places and circumstances will remain in full force and effect. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This is the entire agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms are not assignable, transferable or sublicense able by you except with our prior written consent. These Terms may not be modified or amended except as set forth in the introductory section of these Terms. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. If you have any questions or comments regarding these Terms, please contact: hello@drinkBontá.com

17. Termination

Either you or we may terminate your access to our Sites and Apps and to your account at any time, with or without cause, and with or without prior notice. Without limiting the foregoing, we may terminate your access if you violate these Terms. Upon termination for any reason, your right to access and/or use our Sites and Apps will immediately cease. Upon termination, you will have no further access to, and we may delete, any information, files or materials in or related to your account, including, without limitation, any User Submitted Materials. Upon termination, Bontá may delete all information, files and materials related to your account, including any User Submitted Materials, and we will have no obligation whatsoever to save or make any such information, files or materials available to you. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access our Sites and Apps and to your

account and/or as a result of the deletion of any information, files or materials in or related to your account.

18. Class Action Waiver

ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF ANY OF OUR SITES AND APPS SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.