

cpgdata.com
isellbeer.com

Welcome to CPG Data™!
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These Terms of Use ("Terms") govern your rights and obligations regarding the use of CPG Data's™ Software ("Software") and service (both collectively referred to as the "Service") on the Internet or in cellular media. These Terms constitute a fully binding agreement between CPG Data™, LLC. (including its affiliates and subsidiaries) the proprietor of all rights in and to the Service, and you. It is therefore recommended that you carefully read these Terms. By using the CPG Data™ Service, you signify your assent to CPG Data's™ privacy policy ("Privacy Policy") and CPG Data's™ copyright policy ("Copyright Policy") all of which are an integral part of these Terms.

If you do not agree to these Terms or any of its parts, then you are prohibited from using the Service and We request that you refrain from doing so.

Key Points

The following key points of the Terms of Use are brought for your convenience only. These key points are not in lieu of the full Terms of Use

Non-continuous updates. The information provided by the Service originates from other users of the Service. Such information is intrinsically fluctuant and may be inaccurate, incomplete or outdated. CPG Data™ does not provide any warranties to such information's credibility or reliability.

Location-based Service. Some features of the Service utilize GPS technology in order to determine your position. These features cannot be provided without utilizing this technology. If you do not wish to benefit from these features, you may download the App to your device and use the Software in a strictly offline manner.

The Internet connection is under your responsibility and at your expense. Transmitting and receiving real-time updates to and from the Service, require an online (Wi-Fi or 3G/4G LTE) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

Free Software. The Service utilizes Software for map displays, updates and road information. With respect to some cellular telephone devices running the Software, the Software is a free-software. In such cases you may redistribute the Software or modify it in accordance with the GNU General Public License as published by the Free Software Foundation, whether it is version 2.0 of the license or any later version of your choice. For further information, see the GNU General Public License. The Service, its database, CPG Data's™ trademarks, the design of the maps of the Service and the voice files integrated in the Software – all are not free-software.

Your age. The Service is intended for use by users who are at the legal adult age of 18. In any case, accounts of users under the age of

18 years will be cancelled and deleted by CPG Data™.

WHAT IS THE SERVICE

The Service allows users to photograph and then associate selected parameters to the photograph for the purposes of documenting retail execution. The Service is provided mainly by the Software.

THE LICENSE

CPG Data™ Service. CPG Data™ hereby grants you a free of charge, non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

The free version of the Software. In respect to the cellular telephones using the free-software version of the Software, the Software is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version. This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

USING THE SERVICE

You may use the Service solely for private and personal purposes. You must not use the Service commercially. For example, you may not offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, offer it to the public via communication or integrate it within a service of your own, without the prior written consent of CPG Data™.

You must not copy, print, save or otherwise use the data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service.

When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express written permission of CPG Data™.

The Software may not be used in any way not expressly permitted by these Terms.

REGISTERING TO THE SERVICE

Use of the Service and use of some parts of the CPG Data's™ website (the "Site") require registration.

During your registration, you will be asked to provide information identifying yourself such as: first name, last name, active email address, etc. You must provide full, accurate and truthful information. Providing wrongful or erroneous information might prevent you from using the Service and might impede CPG Data's™ ability to contact you. The information you provide during registration will be kept by CPG Data™. We will not use it in any manner inconsistent with the Privacy Policy.

TERMINATION OF USE OF THE SERVICE

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise CPG Data™ of such

termination.

CPG Data™ retains the right to block your access to the Service and discontinue your use of the Service, at any time and for any reason CPG Data™ deems appropriate, at its sole and absolute discretion. Additionally, we retain the right to share your personal information or information that pertains to you, with appropriate third parties, in the following circumstances:

- If during registration you have intentionally provided wrongful or erroneous information;
- If you engaged in any act that is harmful or may be harmful to CPG Data™, or any third party, including but not limited to other users, CPG Data's™ suppliers or CPG Data's™ partners;
- If you used or attempted to use the Site or the Service for an illegal act, or an act that is seemingly illegal, or if your use of the Site or the Service allows, facilitates, assists or encourages the commission of such acts;
- If you have violated these Terms;
- If the sharing of information is required to satisfy an order or decree prescribed by a judicial or administrative authority;
- If the sharing of information is required for the purpose of detecting, preventing or otherwise addressing technical issues, security breaches, or instances of suspected wrongdoings of fraudulent nature. To the extent possible, We will advise you of your account termination.

USER CONTENT

The Service allows all users of the Software to submit and post information and content to other users ("Submissions" or "Content "). For example, photos with selected parameters, etc. You assume sole responsibility for your Submissions and for the consequences of posting them.

FORBIDDEN POSTS

It is forbidden to submit Content of a commercial nature (including advertising), unless such posts pertain to CPG Data™, the Service, or CPG Data's™ products and CPG Data™ has approved them in advance. When you submit Content to be published by the Service, you must make sure it is lawful. Among others, and for illustrational purposes only, you may not submit:

- Diminishing or infringing proprietary rights of others, including but not limited to copyrights and trademarks;
- Content creating a risk to a person's safety, security or health;
- Content identifying other persons without obtaining their consent to the disclosure of their personally identifiable information, or pertaining to minors and identifying them, their personal information or their address and contact information;
- Content that is unlawful, defamatory, libelous or invades the privacy of others;
- That is harassing, offensive, threatening or vulgar;
- That is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;

- That encourages conduct that would be considered a criminal offense, or gives rise to civil liability or other lawsuit;
- That promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms;
- That falsely expresses or implies that such content is sponsored or endorsed by CPG Data™.

CPG Data™ may decline to publish, or immediately delete any Content you submitted, if you have violated these Terms or if you engaged in a commission or omission that is harmful or may be harmful to the Service, its users, CPG Data™ or any of its agents or affiliates. In such cases, CPG Data™ may also prevent you from posting additional Content on the Service. The provisions of this clause are additional to any rights afforded to CPG Data™ by any law.

RIGHTS IN CONTENT

When you submit Content to be published by the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit CPG Data™ to publish the Content and exploit all intellectual property rights in and to the Submissions. CPG Data™ receives ownership rights in and to the Content of your Submissions. Additionally, by submitting User Submissions to CPG Data™, you hereby grant CPG Data™ and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to CPG Data™ in and to your Submissions is not limited to personal uses, but also extends to any commercial use, at CPG Data's™ sole and absolute discretion. Other users may only use your Content for non-commercial purposes, unless otherwise permitted in advance in writing by CPG Data™ (for the purpose of which you authorize CPG Data™ to be your agent).

EXAMINATION OF CONTENT

CPG Data™ may examine the Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous Content, or remove such Content after its publication. CPG Data™ does not normally use its right to monitor Content and does so only in rare cases.

CPG Data™ retains sole discretion to determine which Content will be published, the duration of its publication, its location, design and any other matter pertaining to the publication of Content within the Service. CPG Data does not guarantee that all Content will be published, in general or for any limited time.

Content submitted by users for publication does not reflect the views of CPG Data™. Publishing Content does not warrant its validity, reliability, accuracy, legality or it being up-to-date.

CPG Data™ will have outright ownership of the content of all submissions and CPG Data™ may license, sell, or advertise based on the content of your submissions.

COPYRIGHT

All intellectual property rights in and to the Site, the Service and its database, including copyrights, trademarks, industrial designs, patents

and trade secrets – are either exclusive property of CPG Data™ or exclusively licensed to CPG Data™.

Copying, distributing, publicly displaying, offering to the public via communication, transferring to the public, modifying, adapting, processing, creating derivative works, selling or leasing, any part of the Service, in any manner or means without the prior written consent of CPG Data™, is strictly forbidden. «CPG Data», the CPG Data logo, and other trade and/or service marks are property of CPG Data™ and may not be used in any of the aforementioned means.

The design of the App, all pages, emails, reports, and websites, the site and the Service is a protected work under copyright laws and all its intellectual property rights remain the exclusive proprietary of CPG Data™. The Software license does not extend to the database presented by the Software or to any mark, indicator, logo or notation embedded in the recent reports display or on any page in the Service or website. You may not copy or print more than one copy of any data or material appearing on the Site.

CPG Data™ may protect the Service by technological means intended to prevent unauthorized use of the Service. You undertake not to circumvent these means. Without derogating CPG Data's™ rights under these Terms or under any applicable law, infringement of the rights in and to the Service will, in and on itself, result in the termination of all your rights under these Terms. In such an event, you must immediately cease any and all uses of the Service, and within your obligations to CPG Data™, you undertake to do so.

Apple

If you use the Service through an Apple device, then you agree and acknowledge that:

- Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Service maintenance and support;
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Service or the Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance;
- Apple and Apple's subsidiaries are third party beneficiaries of the Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Export Control

You represent and warrant that:

- You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a «terrorist supporting» country;
- You are not listed on any U.S. Government list of prohibited or restricted parties.

LIMITATION OF LIABILITY AND WARRANTY

CPG Data™ PROVIDES THE SERVICE AND CONTENT INCLUDED THEREIN FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, FEATURES, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY.

Additionally and without derogating from the above clause, CPG Data™ disclaims any warranty for the accuracy of the parameters or selection presented in or by the Service. Such errors and omissions are inherent to any community-based service that operates on users' posts and on the information provided by them.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Service and that the use of the Service is entirely at your own risk. You acknowledge that you must observe all traffic laws while using the Service.

CPG Data™ exerts efforts to provide you with a high quality and satisfactory service. However, We do not warrant that the Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to CPG Data's™ computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, Software failures and Software communication failures, originating either in CPG Data™ or any of its providers.

CPG Data™, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE CONTENT OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, CONTENT ORIGINATING FROM THIRD PARTIES, OR FROM ANY COMMUNICATION WITH THE SERVICE, OR WITH OTHER USERS ON OR THROUGH THE SERVICE, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR CONTENT ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY WILL BE LIMITED TO CORRECTING SUCH ERRORS, OR MALFUNCTIONS, AND IN LIGHT OF THE RELEVANT CIRCUMSTANCES.

Additionally and without derogating from the above clause, CPG Data™ will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of commercial information posted on the Service. Such information may be presented on the Service reports (such as indications for the locations of establishments, their commercial offers, etc.) or otherwise.

LINKS AND COMMERCIAL INFORMATION IN THE SOFTWARE

CPG Data™ may incorporate in the Service advertisements and/or information of commercial nature. The source of such information may originate from CPG Data™ or from third parties. If such information originates from third parties, CPG Data™ cannot guarantee its reliability or accuracy. It is underscored that the advertising of commercial content by CPG Data™ does not constitute a recommendation or encouragement to procure the goods or services advertised.

Insofar as the Software includes links to services or applications not operated or managed by CPG Data™, CPG Data will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. CPG Data™ will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of services you have accessed via links on the Software.

BREACH AND INDEMNITY

Without derogating from any applicable law, you agree to indemnify and hold harmless CPG Data™ and its employees, officers, directors and agents, in the event you have violated these Terms or have operated unlawfully with respect to the Service. Considering that the Service is provided free-of-charge, such indemnity shall cover all expenses, payments, loss, loss of profits or any other damage, direct or indirect, monetary or non-monetary, incurred by CPG Data™, its employees, officers, directors or agents, including but not limited to legal expenses and attorney fees.

PRIVACY

CPG Data™ respects your privacy during your use of the Software. Our updated privacy policy pertaining to the Software is readily accessible at <https://www.CPGData.com/legal/privacy/> and is an integral part of these Terms. Since the privacy policy is subject to periodic updates, it is recommended that you periodically review the policy for updates.

MODIFICATIONS TO THE SERVICE AND SOFTWARE

CPG Data™ may, either partially or in its entirety and without being obligated to provide prior notice – modify, adapt or change the Software, the Service's features, the user interface and design, the extent and availability of the contents in the Service and any other aspect related to the Service. You will have no claim, complaint or demand against CPG Data™ for applying such changes or for failures incidental to such changes.

TERMINATION OF SERVICE

CPG Data™ may, at any time, terminate the provision of the Service in its entirety or any part thereof, temporarily or permanently, at its sole discretion.

MODIFICATIONS OF THESE TERMS

CPG Data™ may modify these Terms from time to time. If fundamental changes are introduced, a notice will be posted in the updated version

of the Software as well as on the Service's home page on the Site. Your continued use of the Service after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Software.

GOVERNING LAW AND JURISDICTION

These Terms, the Software and the Service will be governed solely by the laws of the State of California, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the competent court in El Dorado County, California.

LIMITATIONS

Should you desire to file any cause of action against CPG Data™, arising out of or related to the CPG Data Software or Service, you must do so within one (1) month of the day you become aware of the cause of action. Failure to file a lawsuit within the aforementioned timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

ASSIGNMENT OF RIGHTS

You may not assign or transfer your rights in and to the Service, without the prior written consent of CPG Data™. CPG Data™ may assign its rights in and to the Service to a third party at its sole and absolute discretion, provided that the third party undertakes CPG Data's™ obligations to you under these Terms.

COMPLETE TERMS

These Terms, together with the policies that are an integral part of these Terms, namely the Privacy Policy and the Copyright Policy, shall all constitute the entire and complete agreement between you and CPG Data™ concerning the CPG Data™ Service. In the event of an inconsistency between these Terms and the synopsis of terms presented to the user during Software installation, these Terms shall prevail.

CONTACT US

You may contact us concerning any question about the Service, through the channels listed on the "Information" menu in the Software. We will make our best efforts to address your inquiry promptly.

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