

TERMS AND CONDITIONS

Welcome to Sparrow Imports!

These are the terms and conditions for:

- <https://sparrowimports.com>

By using the website and services, you agree to be bound by these terms and conditions and our Privacy Policy. In these terms, "we", "us", "our" and Sparrow Imports refer to Sparrow Imports and "you" and "your" refer to you, the Sparrow Imports user.

The following terms and conditions apply to the website and services offered by Sparrow Imports. This includes the mobile and tablet versions as well as any other version of Sparrow Imports accessible via desktop, mobile, tablet, social media or other devices.

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OR OBTAINING ANY INFORMATION OR SERVICE FROM SPARROW IMPORTS.

1. ACCEPTANCE OF TERMS

This agreement sets forth legally binding terms for your use of Sparrow Imports. By registering and using the website, you agree to be bound by this agreement. If you do not accept the terms of this agreement, you should not use the website and discontinue use of the service immediately. We may modify this agreement from time to time, and such modification shall be effective upon its posting on Sparrow Imports. You agree to be bound by any modification to this terms and conditions when you use Sparrow Imports after any such modification is posted; it is therefore important that you review this agreement regularly.

Sparrow Imports may, in its sole discretion, refuse to offer the services to any entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the service and the platform is revoked in such jurisdictions.

The website and services may only be used in compliance with these terms and all applicable local, state, national and international laws, rules and regulations.

By providing Sparrow Imports with your email address and phone number you consent to our use of your email address to send you notices about the services, including those required by law. We may also use your email address and phone number to send you notifications and other messages, such as changes to service features, news, and special content. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or by using the "unsubscribe" option in the emails or mobile notifications. Opting out may prevent you from receiving emails about updates, news or special content.

By using the website and services, you represent and warrant that you have the full right, power and authority to enter into this agreement and to fully perform all of your obligations hereunder.

You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this agreement.

2. SERVICES

We offer our services through the following lines of business:

- **Accounting**
- Retail Pricing
- Bill Back Review
- Distributor Chargebacks
- Invoicing

- **Distribution**
- Pitch to US Distributor Partners
- National Account Calls
- On & Off Premise Headquarter Meetings
- RFPs
- Submit National New Vendor Paperwork

- **Strategic Business Alignment**
- Presentation Decks
- Sales Tools: Including Sell Sheets & Videos

- **Compliance**
- Federal Regulatory Compliance
- License Management
- State Regulatory Compliance

- **Operations**
- European Union
- Exporting
- Logistics & Supply Chain Management
- Order Fulfillment & Customer Service
- National Importing

- **Package Development**
- Artwork Designs
- VAP Designs
- Bottle Designs

- **Research & Development**
- All Spirits & CBD Beverage Products

- Custom Recipes
- Formulations

The services will be paid by invoices sent by email. Payments shall be made via the payment methods available at Sparrow Imports. Payment will be charged to your credit or debit card immediately after payment of the corresponding invoice. Upon processing a transaction, we will issue an electronic receipt which will be sent to the email address you provided to us at the time of contracting our services. The email and transaction receipt may be sent by the payment platform available on Sparrow Imports.

If you find any inconsistency in your billing, please contact us through our contact information or you can make the claim through the customer service of the corresponding payment platform.

If your card is declined, you will receive an error message. No payment will be charged to your card and no order will be processed. There may be a pending transaction on your account until your card issuing bank withdraws the authorization. This usually takes 2 to 5 business days. Your card may be declined for various reasons such as insufficient funds, AVS (Address Verification System) mismatch or you have entered an incorrect security code.

If your payment is declined, you must provide an alternative payment method or provide another card where payment can be charged and processed.

The price of the services will be determined based on the services contracted by the customer and the work performed by Sparrow Imports. Sparrow Imports reserves the right to determine the price of the services and change the price of the services at any time and without any notice.

Sparrow Imports may cancel any services and not provide the services if it is reasonable to do so and may change or discontinue the availability of the services at any time at its sole discretion.

For more information about our services, please contact us through our contact page or contact information, our support team will be attentive and available to answer your questions and concerns.

3. DISCLAIMER

By purchasing or engaging the services of Sparrow Imports, you agree that Sparrow Imports does not guarantee any profit results, success or failure of the services provided by Sparrow Imports. Sparrow Imports is not responsible for any losses or profits that our customers may make through the provision of the services. Customer acknowledges that the ultimate success or failure of the services provided by Sparrow Imports will be the result of each particular situation beyond the control of Sparrow Imports.

By accessing the website and the content available on the website, you accept personal responsibility for the results of using the information available on the content. You agree that Sparrow Imports has not guaranteed the results of any actions taken, whether or not advised by this website or the content. Sparrow Imports provides resources and content for informational

purposes only. However, you acknowledge that your ultimate success or failure will be the result of your own efforts, your particular situation, and a number of other circumstances that are beyond Sparrow Imports' control. We do not guarantee that the information available on the website is accurate, complete or updated. The content of this website is provided for general information and should not be taken as a professional advice. Any use of the material provided on this website is at your own risk.

4. THIRD-PARTY MATERIALS.

"Third-Party Materials" means any content, images, videos, texts or other material that is owned by a third party, such as stock images, videos and texts. Such Third-Party Materials are subject to the applicable third-party terms and licenses and may only be used as permitted by such terms and licenses.

5. LICENSE TO USE THE PLATFORM

Sparrow Imports gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Sparrow Imports as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by Sparrow Imports, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions, or you have our written permission.

The user agrees not to use the services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the user agrees not to partake in any conduct or action that could damage the image, interests, or rights of the Sparrow Imports website or third parties.

Sparrow Imports reserves the right to terminate your access immediately, with or without notice, and without liability to you, if Sparrow Imports believes that you have violated any of these terms or interfered with the use of the website or service by others.

6. COPYRIGHT

All rights, titles and interests in all original creations prepared by Sparrow Imports for the customer in connection with this agreement and services will be transferred and assigned once the customer makes full payment for the services and the final works are delivered. The customer will own all rights to the final works delivered by Sparrow Imports.

All materials on Sparrow Imports, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, software, and other elements are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Sparrow Imports or by third parties that have licensed or otherwise

provided their material to the website. You acknowledge and agree that all materials on Sparrow Imports are made available for limited, non-commercial, personal use only. Except as specifically provided herein. No material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Sparrow Imports prior express written permission. You may not add, delete, distort, or otherwise modify the material. Any unauthorized attempt to modify any material, to defeat or circumvent any security features, or to utilize Sparrow Imports or any part of the material for any purpose other than its intended purposes is strictly prohibited.

7. COPYRIGHT INFRINGEMENT (Digital Millennium Copyright Act)

Sparrow Imports will respond to all inquiries, complaints and claims regarding alleged infringement for failure to comply with or violation of the provisions contained in the Digital Millennium Copyright Act. Sparrow Imports respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any material provided on or in connection with the "Sparrow Imports" website infringes your copyright or other intellectual property right, please send us your copyright infringement request pursuant to Section 512 of the Digital Millennium Copyright Act, via our contact information, with the following information:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers or a statement regarding ownership of the work should be included.
- A statement that specifically identifies the location of the infringing material, in sufficient detail so that Sparrow Imports can find it on the "Sparrow Imports" website. Note that providing a top-level URL is not sufficient.
- Your name, address, telephone number and email address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the copyright owner, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or authorized to act on its behalf.
- An electronic or physical signature of the copyright owner or of the person authorized to act on the copyright owner's behalf.

8. USER CONTENT

Due to the nature of our services, customers may share content with Sparrow Imports, which may consist of messages, photos, images, videos, texts, articles, and others, and use such content for the purpose of providing our services. You retain any copyrights you may have in the content you share with a Sparrow Imports through our services. However, we need your permission to use and modify such content for the sole purpose of providing our services. Sparrow Imports is not responsible for the accuracy, security, or legality of the content that users

or customers share with us. The user is solely and exclusively responsible for its content and the consequences of its use. By providing content through our services, you grant Sparrow Imports a worldwide, non-exclusive, royalty-free right and license to host, store, transfer, display, perform, reproduce, modify, display, and publish your user content solely for the purpose of providing the services offered on the website.

9. USER CONTENT REPRESENTATIONS AND WARRANTIES

Sparrow Imports disclaims all liability in connection with the content that the customer shares or provides to Sparrow Imports. You are solely responsible for your content and the consequences of providing your content through the services. By providing and sharing your content through the services, you affirm, represent and warrant that:

- You are the creator and owner of the content you provide and share to Sparrow Imports, or have the necessary licenses, rights, consents, and permissions to authorize Sparrow Imports to use your content as necessary to exercise the licenses granted by you in the manner contemplated by Sparrow Imports, the service and these Terms.
- Your content, and the use of your content as contemplated by these Terms, does not and will not (i) infringe, violate or misappropriate any third party rights, including copyrights, trademarks, patents, trade secrets, moral rights, rights of privacy, rights of publicity or any other intellectual property or proprietary rights; (ii) libel, defame, slander or invade the privacy, publicity or other proprietary rights of any other person; or (iii) cause Sparrow Imports to violate any law or regulation.

10. PERSONAL DATA

Any personal information you post or submit in connection with the services and use of the website will be used in accordance with our Privacy Policy. By using the services, you agree that we may collect and store your personal information. Please see our Privacy Policy.

11. PROHIBITED ACTIVITIES

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Sparrow Imports or licensed to the Sparrow Imports by third parties. For all content other than your content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or services obtained from or through the website. In addition, the following activities are prohibited:

- Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the services, including but not limited to, using any

robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this agreement or without our express written permission.

- Violate the restrictions in any robot exclusion headers on the services or bypass or circumvent other measures employed to prevent or limit access to the services.
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- Deep-link to any portion of the services for any purpose without our express written permission.
- "Frame", "mirror" or otherwise incorporate any part of the services into any other websites or service without our prior written authorization.
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Sparrow Imports in connection with the services.
- Circumvent, disable or otherwise interfere with security-related features of the services or features that prevent or restrict use or copying of any content.
- Download any content unless it's expressly made available for download by Sparrow Imports.

12. DISCLAIMER OF WARRANTIES

Because of the nature of the Internet Sparrow Imports provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse Sparrow Imports for any loss or damage caused as a result.

Sparrow Imports will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Sparrow Imports excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Sparrow Imports and Sparrow Imports shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on the website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or any product or service purchased through the website.
- Any loss or damage resulting from your use or the inability to use the website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website or from transmissions via emails or attachments received from Sparrow Imports.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

13. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by Sparrow Imports for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any Cleaner User, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

14. INDEMNIFICATION

You agree to defend and indemnify Sparrow Imports from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use of the services.

15. CHANGES AND TERMINATION

We may change the website and these terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these terms. Your continued use of the site constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

16. ASSIGNMENT

This agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Sparrow Imports without restriction.

17. INTEGRATION CLAUSE

This agreement together with the Privacy Policy and any other legal notices published by Sparrow Imports, shall constitute the entire agreement between you and Sparrow Imports concerning and governs your use of the website and the services.

18. DISPUTES

The user agrees that any dispute, claim or controversy arising out of or relating to these terms and conditions, or the breach, termination, enforcement, interpretation or validity thereof or the use of the services, shall be resolved by binding arbitration between the user and Sparrow Imports, provided that each party retains the right to bring an individual action in a court of competent jurisdiction.

In the event of a dispute arising in connection with the use of the services or the breach of these conditions, the parties agree to submit their dispute to arbitration resolution before a reputable arbitration organization as mutually agreed by the parties and in accordance with applicable commercial arbitration rules.

You agree to initiate a formal dispute proceeding by sending us a communication through our contact information. Sparrow Imports may choose to send you a written offer after receiving your initial communication. If we offer and send you a settlement offer and you do not accept the offer, or we are unable to resolve your dispute satisfactorily and you wish to continue with the dispute process, you must initiate the dispute resolution process before an accredited arbitration organization and file a separate Demand for Arbitration. Any award rendered by the arbitration tribunal shall be final and conclusive on the parties.

To the fullest extent permitted by law, you agree that you will not file, join or participate in any class action lawsuit in connection with any claim, dispute or controversy that may arise in connection with your use of the website and services.

19. FINAL PROVISIONS

These terms and conditions are governed by the laws of the United States. Use of the website and services are not authorized in any jurisdiction that does not give effect to all of the provisions of these Terms.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our Platform or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

20. CONTACT INFORMATION

If you have questions or concerns about these terms, the products or the service, please contact us through our contact page or via the contact information below:

Sparrow Imports.

Sommer Walker- CEO

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