

Terms & Conditions, Privacy Policy & Accessibility Statement

Filmland Spirits, Inc. • Last Updated: December 15, 2025

Part One: Terms and Conditions

1. Introduction and Acceptance of Terms

Welcome to Filmland Spirits, Inc. ("Filmland," "Company," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our websites located at www.filmlandspirits.com, store.filmlandspirits.com, and filmlandspirits.com (collectively, the "Website"), including all content, features, functionality, and services offered on or through the Website, as well as your use of The Filmologist, our AI-powered chatbot assistant.

By accessing or using the Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Website.

Filmland Spirits, Inc. is a Delaware corporation operating in the State of California. We reserve the right to modify these Terms at any time. Your continued use of the Website following any changes constitutes acceptance of those changes.

2. Age Requirements — ADULTS ONLY (21+)

THIS WEBSITE AND ALL SERVICES, INCLUDING THE FILMOLOGIST, ARE STRICTLY FOR PERSONS 21 YEARS OF AGE OR OLDER.

By accessing or using this Website, you represent and warrant that you are at least 21 years of age and are of legal drinking age in your jurisdiction. You further represent that it is legal in your jurisdiction to purchase and consume alcoholic beverages.

Our Website utilizes an age verification gate that requires you to affirm you are 21 years of age or older before accessing the site. By passing through this age gate, you are making a binding legal representation regarding your age and agreeing to these Terms and Conditions. Any misrepresentation of your age is a violation of these Terms and may violate applicable law.

We reserve the right to request proof of age at any time and to terminate access for anyone who cannot or does not provide satisfactory proof of age upon request.

3. The Filmologist — AI Chatbot Terms

3.1 Overview and Nature of Service

The Filmologist is an AI-powered chatbot assistant designed for entertainment purposes. The Filmologist is a fictional character with a distinct, irreverent personality. By using The Filmologist, you understand and agree to the following terms.

3.2 Age Restriction — 21+ Only

The Filmologist is strictly for users 21 years of age or older. Like the rest of our Website, you must be 21 or older to interact with The Filmologist. This is non-negotiable.

3.3 Adult Content Warning

WARNING: THE FILMOLOGIST CONTAINS ADULT CONTENT.

The Filmologist is intentionally designed to be provocative, irreverent, and entertaining for an adult audience. The character may use profanity, obscenity, sarcasm, dark humor, and other language that some users may find offensive, inappropriate, or objectionable. This is by design.

By using The Filmologist, you acknowledge and accept that you may be exposed to content that includes but is not limited to: strong language and profanity, adult humor and innuendo, sarcastic or mocking tone, provocative or edgy commentary, and content that may be considered offensive or inappropriate.

If you are easily offended or do not wish to be exposed to such content, do not use The Filmologist.

3.4 Entertainment Purposes Only

THE FILMOLOGIST IS PROVIDED FOR ENTERTAINMENT PURPOSES ONLY.

The Filmologist is not a substitute for professional advice of any kind. Any information, recommendations, or suggestions provided by The Filmologist should not be construed as: professional, legal, medical, financial, or health advice; factual or accurate information; endorsement or recommendation of any product, service, or course of action; or a basis for any important decision.

Always verify any information provided by The Filmologist with reliable sources before acting on it. We strongly recommend consulting qualified professionals for any advice related to health, legal matters, finances, or other important decisions.

3.5 AI Limitations and Disclaimers

The Filmologist is an artificial intelligence chatbot. AI systems have inherent limitations. You acknowledge and understand that: The Filmologist may produce inaccurate, incomplete, or misleading information; responses are generated algorithmically and may contain errors or inconsistencies; The Filmologist does not have access to real-time information and may provide outdated content; The Filmologist cannot guarantee the accuracy, reliability, or completeness of any response; The Filmologist's "opinions" are simulated and do not represent the views of FilmLand Spirits or any real person; and AI technology is imperfect and responses may be unpredictable.

DO NOT RELY ON THE FILMOLOGIST FOR ANY IMPORTANT DECISIONS. ALWAYS DOUBLE-CHECK EVERYTHING.

3.6 Assumption of Risk

By using The Filmologist, you expressly assume all risks associated with such use, including but not limited to: exposure to content you may find offensive or objectionable; receiving inaccurate or misleading information; emotional distress or discomfort from interactions; and any consequences resulting from acting on information provided by The Filmologist.

You agree that you are voluntarily choosing to interact with The Filmologist with full knowledge of its nature and limitations.

4. Use of Website

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to: use the Website in any way that violates any applicable federal, state, local, or international law or regulation; use the Website to transmit any advertising or promotional material without our prior written consent; impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity; engage

in any conduct that restricts or inhibits anyone's use or enjoyment of the Website; or attempt to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website.

5. Purchases and E-Commerce

All purchases of alcoholic beverages through our Website are subject to age verification, compliance with all applicable laws and regulations regarding the sale and shipment of alcohol, valid payment information, delivery to an address where delivery of alcohol is permitted, and signature by a person 21 years of age or older at the time of delivery.

We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in pricing or product information, or suspected fraudulent or illegal activity.

All prices are subject to change without notice. We are not responsible for typographical errors regarding price or product information.

6. Email and SMS Marketing Communications

6.1 Consent to Communications

When you provide your contact information through our Website or The Filmologist, you may have the opportunity to opt-in to receive marketing communications from us. We use a double opt-in process for SMS communications to ensure you have affirmatively consented to receive text messages.

6.2 SMS Terms

By opting in to SMS communications, you consent to receive informational messages (e.g., order updates) and/or marketing texts (e.g., cart reminders, promotions) from Filmland Spirits, including texts sent by autodialer. Consent is not a condition of purchase. Message and data rates may apply. Message frequency varies. You may unsubscribe at any time by replying STOP or clicking the unsubscribe link where available.

6.3 Email Communications

By opting in to email communications, you consent to receive marketing emails, newsletters, promotional offers, and other communications from Filmland Spirits. You may unsubscribe at any time by clicking the unsubscribe link in any email or by contacting us at legal@filmlandspirits.com.

7. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, and the selection and arrangement thereof) are owned by Filmland Spirits, Inc., its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

"Filmland Spirits," "The Filmologist," and all related names, logos, product and service names, designs, and slogans are trademarks of Filmland Spirits, Inc. or its affiliates. You may not use such marks without our prior written permission.

8. Disclaimer of Warranties

THE WEBSITE, INCLUDING THE FILMOLOGIST AND ALL CONTENT AND SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, FILMLAND SPIRITS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FILMLAND SPIRITS, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR THE FILMOLOGIST.

THIS INCLUDES, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM: YOUR USE OR INABILITY TO USE THE WEBSITE OR THE FILMOLOGIST; ANY CONTENT OBTAINED FROM THE WEBSITE OR THE FILMOLOGIST; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR ANY OTHER MATTER RELATING TO THE WEBSITE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID TO US, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

10. Indemnification

You agree to defend, indemnify, and hold harmless Filmland Spirits, Inc. and its officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: your violation of these Terms; your use of the Website or The Filmologist; your violation of any third-party right, including any intellectual property or privacy right; any claim that your use of the Website caused damage to a third party; or any content you submit or transmit through the Website.

11. Dispute Resolution and Arbitration

11.1 Binding Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware, unless the parties mutually agree to a different location.

11.2 Class Action Waiver

YOU AND FILMLAND SPIRITS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Unless both you and Filmland Spirits agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

11.3 Exceptions

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights.

12. Governing Law

These Terms and any dispute arising out of or related to them or the Website shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its original intent.

14. Entire Agreement

These Terms, together with the Privacy Policy and Accessibility Statement, constitute the entire agreement between you and Filmland Spirits regarding your use of the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Part Two: Privacy Policy

1. Introduction

Filmland Spirits, Inc. ("Filmland," "we," "us," or "our") respects your privacy and is committed to protecting your personal information. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our websites (www.filmlandspirits.com, store.filmlandspirits.com, and filmlandspirits.com) and interact with our services, including The Filmologist chatbot.

2. Information We Collect

2.1 Information You Provide

We may collect information you voluntarily provide to us, including: contact information such as name, email address, phone number, and mailing address; payment and billing information when making purchases; account registration information; communications you send to us; and information you provide when interacting with The Filmologist, including email addresses and phone numbers submitted for marketing opt-in.

2.2 Information Collected Automatically

When you access our Website, we may automatically collect certain information, including: device and browser information; IP address; pages visited and time spent on pages; referring URL; and general location information.

2.3 The Filmologist Data

When you interact with The Filmologist, we may collect: conversation logs and transcripts; email addresses submitted through the chatbot; phone numbers submitted through the chatbot; and information about your

interactions with the chatbot.

3. How We Use Your Information

We use the information we collect to: process and fulfill your orders; communicate with you about orders, products, and services; send marketing communications (with your consent); improve and optimize our Website and services; improve The Filmologist's functionality and user experience; prevent fraud and ensure security; and comply with legal obligations.

We do not sell your personal information to third parties.

4. Third-Party Services

We use the following third-party services to operate our business:

Shopify: Our e-commerce platform. When you make a purchase or provide your email address, this information is stored in Shopify. Shopify's privacy policy governs their handling of your data.

Klaviyo: Our email and SMS marketing platform. Email addresses and phone numbers you provide for marketing purposes are synced to Klaviyo to manage communications. Klaviyo's privacy policy governs their handling of your data.

Google Analytics: We use Google Analytics to understand how visitors interact with our Website. This service collects anonymous data about your browsing behavior. You can opt out of Google Analytics by installing the Google Analytics Opt-out Browser Add-on.

Facebook Pixel: We use the Facebook Pixel to measure the effectiveness of our advertising and to deliver relevant ads. You can adjust your ad preferences in your Facebook settings.

5. Cookies and Tracking Technologies

Our Website may use cookies and similar tracking technologies to enhance your browsing experience, analyze site traffic, and understand where our visitors come from. Cookies are small data files stored on your device.

We may use: essential cookies necessary for the Website to function; analytics cookies to understand how you use the Website; and marketing cookies to deliver relevant advertising.

You can control cookies through your browser settings. Please note that disabling certain cookies may affect the functionality of the Website.

6. Data Security

We implement reasonable administrative, technical, and physical security measures designed to protect your personal information from unauthorized access, use, alteration, and disclosure. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

7. Data Retention

We retain your personal information for as long as necessary to fulfill the purposes for which it was collected, comply with legal obligations, resolve disputes, and enforce our agreements. When we no longer need your information, we will securely delete or anonymize it.

8. California Privacy Rights (CCPA)

If you are a California resident, you have certain rights under the California Consumer Privacy Act (CCPA), including:

Right to Know: You have the right to request information about the categories and specific pieces of personal information we have collected about you, the sources of that information, the business purpose for collecting it, and the categories of third parties with whom we share it.

Right to Delete: You have the right to request deletion of your personal information, subject to certain exceptions.

Right to Opt-Out of Sale: We do not sell your personal information. If this changes, we will provide a clear opt-out mechanism.

Right to Non-Discrimination: We will not discriminate against you for exercising your privacy rights.

To exercise these rights, please contact us at legal@filmlandspirits.com. We will verify your identity before processing your request.

9. Do Not Track Signals

Some browsers have a "Do Not Track" feature that signals to websites that you do not want to have your online activity tracked. Our Website does not currently respond to "Do Not Track" signals because there is no industry standard for how to do so.

10. Children's Privacy

Our Website is not intended for anyone under 21 years of age. We do not knowingly collect personal information from anyone under 21. If you are under 21, do not use or provide any information on this Website. If we learn we have collected personal information from someone under 21, we will delete that information immediately.

11. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. The updated version will be indicated by an updated "Last Updated" date. We encourage you to review this Privacy Policy periodically to stay informed about how we are protecting your information.

Part Three: Accessibility Statement

1. Our Commitment to Accessibility

Filmland Spirits, Inc. is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards to ensure we provide equal access to all users.

2. Accessibility Standards

We endeavor to conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. These guidelines explain how to make web content more accessible for people with disabilities and more user-friendly for everyone. We recognize that accessibility is an ongoing effort, and we are committed to continual improvement.

3. Third-Party Accessibility Tools

To assist in our accessibility efforts, we utilize third-party accessibility software and tools on our Website. These tools are designed to help users customize their browsing experience according to their individual needs, including options for screen reader compatibility, keyboard navigation, color contrast adjustments, and other accessibility features.

4. Known Limitations

While we strive to make our Website as accessible as possible, some content or features may not yet be fully accessible. We are actively working to identify and address any accessibility barriers. Some limitations may include: certain third-party content or functionality that is outside our direct control; legacy content that predates our current accessibility standards; and interactive features that may require alternative access methods.

We are committed to addressing these limitations as part of our ongoing accessibility improvement efforts.

5. Alternative Access

If you are unable to access any content or feature on our Website due to a disability, please contact us. We will work with you to provide the information or service you need through an alternative communication method that is accessible to you. This may include providing information via telephone, email, or other reasonable accommodations.

6. Feedback and Contact Information

We welcome your feedback on the accessibility of our Website. If you encounter any accessibility barriers or have suggestions for improvement, please contact us:

Email: legal@filmlandspirits.com

Subject Line: "Accessibility Feedback"

When contacting us about accessibility issues, please include: the web page or URL where you encountered the issue; a description of the problem you experienced; the assistive technology you were using (if applicable); and your contact information so we can follow up with you.

We aim to respond to accessibility feedback within 5 business days and to resolve reported issues as quickly as possible.

7. Ongoing Efforts

Filmland Spirits is committed to ongoing accessibility improvements. Our efforts include: regular accessibility audits and testing; training for our team on accessibility best practices; incorporating accessibility into our design and development processes; and monitoring and responding to accessibility feedback.

Contact Us

If you have questions or concerns about these Terms, our Privacy Policy, or our Accessibility Statement, please contact us:

Filmland Spirits, Inc.

Email: legal@filmlandspirits.com

Website: www.filmlandspirits.com

BY USING THE WEBSITE OR THE FILMOLOGIST, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, PRIVACY POLICY, AND ACCESSIBILITY STATEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE WEBSITE.