

Beerswaps Terms of Use

1) Specific Terms and Conditions directly relevant to Beerswaps

Introduction

Welcome to Beerswaps. By accessing www.Beerswaps.co.uk and its related websites, services, applications or tools (Collectively referred to as "Beerswaps") you are agreeing to the following terms, including those available by hyperlink, which are designed to make sure that Beerswaps works for everyone. Beerswaps is provided to you by Beerswaps Limited, Frithwood House, Knapp Lane, Ledbury, HR8 1JD, registered in England and Wales with number 9454655. These Terms of Use constitute a legally binding agreement between you and Beerswaps Limited and are effective upon registration for new users. You accept these Terms of Use by clicking the acceptance button when registering a Beerswaps account and by otherwise accessing or using the Beerswaps websites, services, applications and tools; or as otherwise indicated on a specific site, service, application or tool.

Using Beerswaps

As a condition of your use of Beerswaps (including [Beerswaps.co.uk](http://www.Beerswaps.co.uk) and its related websites, services, applications and tools) you agree that you will not:

- violate any laws;
- post any threatening, abusive, defamatory, obscene or indecent material;
- post or otherwise communicate any false or misleading material or message of any kind;
- infringe any third-party right;
- distribute spam, chain letters, or promote pyramid schemes;
- distribute viruses or any other technologies that may harm Beerswaps or the interests or property of Beerswaps users;
- impose or contribute to imposing an unreasonable load on our infrastructure or interfere with the proper working of Beerswaps;
- copy, modify, or distribute any other person's content without their consent;
- use any robot spider, scraper or other automated means to access Beerswaps and collect content for any purpose without our express written permission;
- copy, modify or distribute rights or content from the Beerswaps site, services, applications or tools or Beerswaps's copyrights and trademarks;
- harvest or otherwise collect information about users, including email addresses, without their consent
- bypass measures used to prevent or restrict access to Beerswaps;
- sell any counterfeit beer or otherwise infringe the copyright, trademark or other rights of third parties.

You are solely responsible for all information that you submit to Beerswaps and any consequences that may result from your listings. We reserve the right at our discretion to refuse or delete content that we believe is inappropriate or breaching the above terms. We also reserve the right at our discretion to restrict a user's usage of Beerswaps either temporarily or permanently, or refuse a user's registration. If we believe that you are breaching these Terms of Use in any way and/or behaving suspiciously on the Beerswaps websites, services, applications or tools, we may, at our discretion, inform other Beerswaps users that have been in contact with you and recommend that they exercise caution.

Fees and Services

Using Beerswaps is generally free, but we sometimes charge a fee for certain services, such as if the invoicing is via Beerswaps Ltd. If you use ECasks, the fill fee for these will be invoiced directly by ECasks to you. These fees are made clear in our service offer to you. Fees are quoted in Pounds Sterling, and we may change them from time to time. We'll notify you of changes to our fee policy by email and by posting such changes on the Beerswaps website. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service.

You are responsible for paying the Beerswaps fees when they're due. If you don't, without prejudice to any other right or remedy we may be entitled to under these Terms of Use or by law, we may limit your ability to use the services. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

You acknowledge that your listings may be deleted from the Beerswaps sites, services, applications or tools in case we believe these Terms of Use are breached, either directly or indirectly. In case you may have paid a fee for the listing, you may be entitled to a refund of such fee. However, we reserve the right not to refund the Beerswaps users for any fees paid through use of our sites, services, applications and tools in the following cases:

- If you breach, in our opinion, these Terms of Use, which include, without limitation, the Posting Rules;
- If your listings went live with exposure on the Beerswaps sites, services, applications or tools, even for a limited time, and that they benefited from the service associated with the paid fee;
- If you have removed your listings yourself;

Using ECasks

Only breweries with a current registration account with ECasks (a division of Close Brewery Rentals Ltd) will be allowed to use ECasks for trades made via the Beerswaps system. All applicable terms and conditions as applied by ECasks will apply.

Breweries who don't follow the correct procedures, as detailed on the Beerswaps website may be prevented from using ECasks in future trades via the Beerswaps system.

ECasks may not be used for any inter-brewery trades made outside the Beerswaps system, other than if expressly authorised by ECasks (for example, the receiving brewery is also an authorised ECasks wholesaler).

Where applicable, ECasks may ask Beerwaps to suspend a brewery's use of ECasks pending resolution of a dispute between ECasks and the brewery. This is not limited to but may include reasons such as serious financial arrears or suspicion of misuse. Beerswaps will comply with these requests and this does not imply involvement in the dispute in any way, nor will Beerswaps be liable for any losses so caused.

Account suspension

We reserve the right to suspend the account of any brewer who :-

- Is in serious financial arrears with Beerswaps.

- Is in serious financial arrears with ECasks and they ask us to suspend the brewers account
- Engages in activities likely to damage the integrity of our online marketplace, including but not limited to :-
 - Misusing other brewers casks (i.e. shipping trades in other brewers casks without their permission)
 - Misusing ECasks
 - Sending different beers out than those specified in the confirmed trade in the marketplace.
 - Cross – trading unsold incoming guest beers out again on another trade, so risking shelf life, quality and causing potential local trading conflicts between the originating brewer and the new recipient.
 - Picking up repeated very low feedback scores on brewery service – a warning will be issued before suspension.
 - Picking up repeated very low feedback scores on several beers – a warning will be issued before suspension.
 - Causing several other brewers to feedback directly to us their concern on an abnormal level of ullages in beer being received. A warning will be issued before suspension.

Suspension of an account is solely at our discretion, and we undertake to make such decisions only in the best interests of the whole marketplace and it's trading brewers.

We may re-instate an account if we are satisfied that sufficient safeguards are in place to protect us and the future integrity of the marketplace for all the other brewers.

Abusing Beerswaps

Beerswaps and the Beerswaps community work together to keep the Beerswaps website, services, applications and tools working properly and the community safe. Please report problems, offensive content and policy breaches to us.

Without limiting other remedies, we may issue warnings, limit or terminate our service, remove hosted content and take technical and legal steps to keep users off Beerswaps if we think that they are creating problems, infringing the rights of third parties or acting inconsistently with the letter or spirit of our policies (including, without limitation, circumventing temporary or permanent suspensions or harassing the Beerswaps employees or other users). However, whether we decide to take any of these steps, remove hosted content or keep a user off Beerswaps or not, we do not have any obligation to monitor the information transmitted or stored on our sites, services, applications and tools and we do not accept any liability for unauthorized or unlawful content on Beerswaps or use of Beerswaps by users.

2) Generic Terms and Conditions as for any online service

Content

Beerswaps contains content from us, you, and other users. Beerswaps is protected by copyright laws and international treaties. Content displayed on or via Beerswaps is protected as a collective work and/or compilation, pursuant to copyrights laws and international conventions. You agree not to copy, distribute or modify content from Beerswaps without our express written consent. You may not disassemble or

decompile, reverse engineer or otherwise attempt to discover any source code contained in Beerswaps. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of Beerswaps (other than your own content). When you give us content, you grant us and represent that you have the right to grant us, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright, publicity, trademarks, design, database and intellectual property rights to that content, in any media whether now known or to be discovered in the future and on all other sites, services, applications and tools that are part of the Beerswaps community. In addition, you waive all moral rights you have in the content to the fullest extent permitted by law.

Infringement

Do not post content that infringes the rights of third parties. This includes, but is not limited to, content that infringes on intellectual property rights such as copyright, design and trademark (e.g. offering counterfeit beer for sale). Entitled parties, in particular owners of copyright, trademark rights or other rights can report any listing which may infringe on their rights, and submit a request for such listing to be removed.

Reporting an infringement:

You only need to send an email to Beerswaps Ltd, clearly identifying the issue and including evidence of IP. Beerswaps will contact both parties and decide whether to remove the listing or not as appropriate. If appropriate, Beerswaps will seek third party guidance and may suspend the listing pending an outcome. If a legal representative of the entitled party reports this to us in the correct manner, listings infringing on the intellectual property rights will be removed by Beerswaps. Beerswaps will not be liable for any third party claims arising from the removal of the listing(s) concerned.

Liability

Nothing in these terms shall limit our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our agents or employees. You agree not to hold us responsible for things other users post or do.

We do not review users' listings and are not involved in the actual transactions between users, other than sometimes handling the invoicing administration. As most of the content on Beerswaps.co.uk comes from other users, we do not guarantee the accuracy of listings or user communications or the quality, safety, or legality of what's offered.

We do not own the goods advertised for sale on the Website and have no liability for these or for any losses that you may incur as a result of purchases of goods advertised by third parties. If you choose to purchase goods and/or services advertised for sale by third parties on the Website, the contract will be between you and the third party and not with us.

In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.

You acknowledge that we cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted

service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the operation and availability of our sites, services, applications or tools.

The pages contained in the Website may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept no responsibility for keeping the information in these pages up to date or liability for any failure to do so.

The information contained in the material in the Website is only for information purposes. Any guidance material on the Website does not constitute advice and you should not rely on any material on the Website to make (or refrain from making) any decision or take (or refrain from taking) any action.

We make no warranty that the Website (or websites which are linked to the Website) is free from computer viruses or any other malicious or impairing computer programs. It is your responsibility to ensure that you use appropriate virus checking software.

We are not liable for any failure to perform any of our obligations under these terms of use caused by matters beyond our reasonable control.

We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of, or inability to use Beerswaps, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the 12 months prior to the action giving rise to liability, and (b) 100 Pounds Sterling.

Release

If you have a dispute with one or more Beerswaps users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this User Agreement but this does not affect any right or remedy of a third party specified in this Agreement or which exists or is available apart from that Act.

Personal Information

By using Beerswaps, you agree to the collection, transfer, storage and use of your personal information by Beerswaps on our servers. You also agree to receive marketing communications from us unless you tell us that you prefer not receive such communications. Our policy on privacy follows below.

Resolution of disputes

If a dispute arises between you and Beerswaps, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

General

These terms and the other policies posted on Beerswaps constitute the entire agreement between Beerswaps and you, superseding any prior agreements. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

This Agreement shall be governed and construed in all respects by the laws of England and Wales. You agree that any claim or dispute you may have against Beerswaps Limited must be resolved by the courts of England and Wales. You and Beerswaps both agree to submit to the exclusive jurisdiction of the English Courts; for claims falling within the jurisdiction of a County Court, you and Beerswaps both agree to submit to the jurisdiction of the County Court of Hereford.

If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement in our sole discretion in accordance with the notice provision below.

Except for notices relating to illegal or infringing content, your notices to us must be sent by registered mail to Beerswaps Limited, Frithwood House, Knapp Lane, Ledbury, HR8 1JD, UK. We will send notices to you via the email address you provide, or by registered mail. Notices sent by registered mail will be deemed received five days following the date of mailing.

We may update this agreement at any time, with updates taking effect when you next logon or 30 days after we post the updated policy on the Beerswaps website, whichever is sooner. No other amendment to this agreement will be effective unless made in writing, signed by users and by us.

For any help with using Beerswaps please see the website help section.

Links to non-Beerswaps sites

The Website may contain hypertext links to websites that are not operated by us or by our associated companies. We do not control such websites and are not responsible for their content. Our inclusion of hypertext links to such websites does not imply any endorsement of the material contained on the websites or of the owners.

Links to the Beerswaps Website

You may establish a hypertext link to the home page of the Website, but not otherwise, without the need for our written consent, provided there is thereby no implied endorsement or sponsorship of you, your company or your website by us.

Registration details

To gain access to certain services on the Website you will need to register (free of charge). As part of the registration process, you will be given a username and password. You agree that the information supplied with your registration will be truthful, accurate and complete. You also agree that you will not attempt to register in the name of any other brewery nor will you adopt any username with we deem to be offensive. All personal information supplied by you as part of the registration process will be protected and used in accordance with the terms of our Privacy Policy.

Mobile Devices Terms

If you're accessing Beerswaps Services from a mobile device using a Beerswaps Mobile Application (the "Application"), the following terms and conditions ("Terms of Use") apply to you in addition to the applicable Mobile Privacy and Legal Notice or End User License Agreement, as the case may be. Your use of the Application confirms your agreement to these Terms of Use.

Application Use. Beerswaps grants you the right to use the Application only for your use in connection with your brewery. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement). The Application may not contain the same functionality available on the www.Beerswaps.co.uk website. You download and use of the Application is at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application.

Intellectual Property – Applications. Beerswaps owns, or is the licensee to, all right, title, and interest in and to its Applications, including all rights under patent, copyright, trade secret, trademark, and any and all other proprietary rights, including all applications, renewals, extensions, and restorations thereof. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble, or otherwise attempt to derive source code from any Application and you will not remove, obscure, or alter Beerswaps's copyright notice, trademarks or other proprietary rights notices affixed to, contained within, or accessed in conjunction with or by any Beerswaps Application.

Additional Terms. Additional terms and conditions that apply to you based on the mobile device the Application is installed on:

iOS – Apple

1. These Terms of Use are an agreement between you and Beerswaps, and not with Apple. Apple is not responsible for the Application and the content thereof.
2. Beerswaps grants you the right to use the Application only on an iOS product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
4. Apple is not responsible for the investigation, defence, settlement, and discharge of any third party intellectual property infringement claim.
5. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.
7. Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Use, and, upon your acceptance, Apple as a third party beneficiary thereof will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you.

Windows - Microsoft

1. These Terms of Use are an agreement between you and Beerswaps, not Microsoft. The terms of use and privacy policies of Microsoft and, where applicable, the network operators that provide billing services for the Windows Phone Marketplace do not apply to your use of the Application.
2. You may install and use one (1) copy of the Application on up to five (5) devices you personally own or control and which are affiliated with the Microsoft ID associated with your Windows account. You may not install or use a copy of the Application on a device you do not own or control.
3. Microsoft, your device manufacturer, and (if applicable) your wireless carrier are not responsible for providing support services for the Application.
4. Microsoft, the wireless carriers over whose network the Application is distributed (if applicable), and each of their respective affiliates and suppliers (collectively, "Disclaiming Distributors") give no express warranty, guarantee, or conditions under or in relation to the Application. To the extent permitted under your local laws, the Disclaiming Distributors exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, and non-infringement.
5. You, and not the Disclaiming Distributors, bear the risk of using the Application (even if the Disclaiming Distributors have been advised of the possibility of damages to you). You may have additional consumer rights under your local laws which these Terms of Use cannot change.
6. To the extent not prohibited by law, you will not seek to recover any consequential, lost profit, special, indirect, or incidental damages from any Disclaiming Distributor.

Privacy Policy for Beerswaps

General

This privacy policy describes the policy of www.Beerswaps.co.uk regarding the collection, use, storage, sharing and protection of your personal information ("Privacy Policy"). This Privacy Policy applies to the Beerswaps website ("Website") and all related websites, applications, services and tools where reference is made to this policy ("Services"), regardless of how you access the Services, including access through mobile devices. In formal terms, Beerswaps Limited ("Beerswaps", "we" or "us"), Frithwood House, Knapp Lane, Ledbury, HR8 1JD, registered in England and Wales with number 9454655 is the data controller of your personal information.

Scope and consent: By using www.Beerswaps.co.uk and related Services, you give explicit consent to Beerswaps for the collection, use, disclosure and retention of your personal information by us, as described in this Privacy Policy and our Terms of Use.

Beerswaps may change this Privacy Policy from time to time. We advise you to read it regularly. Substantial changes to our Privacy Policy will be announced on our Website. The amended Privacy Policy will be effective immediately after it is first posted on our Website.

What personal information do we collect

You can visit our Website without registering for an account. When you decide to provide us with your personal information, you agree that such information is sent to and stored on our servers. We collect the following types of personal information:

Information we collect automatically: When you visit our Website, use our Services and or reply to other content, we automatically collect the information sent to us by your computer, mobile device or other equipment that provides access. This information includes, but is not limited to:

- information from your interaction with our Website and Services, including, but not limited to, device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from www.Beerswaps.co.uk, referring URL, ad data, IP address and standard web log information; and
- information we collect through cookies, web beacons and similar technologies.

Information you provide to us: We collect and store any information you enter on our Website or that you provide to us when you use our Services. This information includes, but is not limited to:

- information that you provide to us when you register for an account or for the Services that you use including for example, your name, address, email address, telephone number or financial information;
- additional information that you may provide to us through social media sites or third party Services;
- Information provided in the context of dispute resolution, correspondence through our Website or correspondence that is sent to us; and
- Information about your location and the location of your device, including your device's unique identifier information if you have enabled this service on your mobile device.
- Information from other sources: We may receive or collect additional information about you from third parties and add this to our account information. This information includes, but is not limited to: demographic data, navigation data, additional contact data and additional data about you from other sources, such as public authorities, to the extent permitted by law.

How we use your personal information

You agree that we may use your personal information (see above) for the following purposes:

- to provide you access to our Services by means of e-mail or telephone;
- to prevent, detect and investigate potentially prohibited or illegal activities, fraud and security breaches and to enforce our Terms of Use;
- to personalize, measure and improve our Services and content;
- to contact you, by e-mail, push notification, text message (SMS) or by telephone, to inquire about our Services for the purpose of targeted marketing activities, updates, and promotional offers based on your message preferences (where applicable), or for any other purposes as set forth in this Privacy Policy; and
- to provide you with other services that you have requested, as described when we collected the information.

Transfer of your personal information to third parties

We may disclose your personal information to third parties in accordance with this Privacy Policy and applicable legislation and regulations. As further described below, we will not disclose your personal information to third parties for their marketing purposes without your explicit consent. We may share your personal information with:

- service providers with whom we have entered into an agreement to help us provide our Services on the website, such as ECasks (a division of Close Brewery Rentals Ltd), marketing agencies and technical support. In such cases, the personal information shall remain under the control of Beerswaps.
- certain third parties (such as intellectual property rights holders, supervisory authorities, tax authorities, police and other regulatory authorities) if we are required to do so by law, or in accordance with our Privacy Policy. We may share your personal information:
 - to comply with legal obligations or a court order; or
 - if this is necessary for the prevention, detection or prosecution of criminal offenses, such as fraud, deceit or prosecution, or
 - if it is necessary to maintain our policies or to protect the rights and freedoms of others.
- With other third parties to whom you have given consent to share your information via [same as above], e.g. in the framework of a cooperation;
- With companies that we intend to merge with in the context of a reorganisation or that acquire us;
- With an intellectual property owner if the owner of an intellectual property right or an intermediary in good faith believes that a listing violates the rights of the owner. Before personal information is provided, the IP owner will enter into an agreement that, inter alia, stipulates that information is only provided on the strict condition that it may only be used in the context of legal proceedings and/or obtaining legal advice and/or to answer questions from the relevant brewery.

Without limitation to the foregoing, we shall moreover - in our efforts to respect your privacy and to keep the website free of malicious persons or parties - not disclose your personal information to third parties without a court order or formal request from the government in accordance with applicable law, unless we believe in good faith that such disclosure (i) is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings), for the purpose of obtaining legal advice or is necessary for the purposes of establishing, exercising or defending legal rights, (ii) is necessary for the prevention or detection of crime, the capture or prosecution of offenders, or the assessment or collection of tax or duty, (iii) is requested by a body that performs public regulatory functions, or (iv) is otherwise authorized under the Data Protection Act 1998.

Information you share on www.Beerswaps.co.uk: Our Website allows users to share listings and other information with other users, thereby making this shared information accessible to other users. Since our Website also enables you to directly contact a buyer or seller, we recommend that you consider how you share your personal information with others. You are solely responsible for the personal information you share through our Website and therefore we cannot guarantee the privacy or security of the information shared by you with other users.

In case you visit our Website from a shared computer or a computer in an internet café, we strongly recommend that you log off after each session. If you do not want the shared computer to remember you and/or your credentials, you will need to remove cookies and/or the history of your website visits.

Marketing Purposes

You agree that we may use the information collected by us to send you offers, whether personalised or not, or to contact you by telephone regarding products or Services offered by Beerswaps.

We will not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may combine your information with information we collect from other companies and use it to improve and personalize our Services and functionalities.

When you no longer wish to receive marketing communications from us, you can, where applicable, change your preferences in your MyBeerswaps account, or reply with your wish to the marketing communication you received.

Cookies

When you use our Services, we and our service providers may place cookies (data files on your phone or mobile device's drive) or web beacons (electronic images that are placed in a web page's code) or similar technologies. We use cookies to help us identify you as a user, to provide you a better experience on our Website, to measure promotional effectiveness and to ensure trust and safety on our Website. For more detailed information about our use of these technologies, we refer you to our Policy on Cookies, Webbeacons and Similar Technologies, shown below.

Accessing, Reviewing and Changing Your Personal Information

You can modify your own information by logging into your MyBeerswaps account. If you want to close your account, please contact us. We will process your request within a reasonable period of time and process your personal information in accordance with applicable law. If your information is factually incorrect or incomplete or irrelevant for the purposes for which we process your information, you can request us to modify or delete your information. Such requests will be handled in accordance with the Data Protection Act 1998. If you have any questions, please contact us.

Protection and retention of your personal information

We protect your information by using technical and administrative security measures (such as firewalls, data encryption, and physical and administrative access controls to the data and servers) that limit the risk of loss, abuse, unauthorised access, disclosure, and alteration. Nevertheless, if you believe your account has been abused, please contact us.

We retain personal information no longer than is legally permissible and delete personal information when it is no longer necessary for the purposes as described above.

Other information

Abuse and unsolicited commercial communications ("spam"): We do not tolerate abuse of our Website. You do not have permission to add other Beerswaps users to your mailing list (e-mail or postal) for commercial purposes, even if a user has purchased something from you, unless the user has given his explicit consent. If you notice that someone is abusing our Website (spam or spoof emails), please notify us.

It is not allowed to use our member-to-member communication resources to send spam or content that violates our Terms of Use in any other way. For your security, we may scan messages automatically and

check for spam, viruses, phishing and other malicious activity or illegal or prohibited content. We do not permanently store messages sent through these resources.

Third Parties: Unless explicitly provided otherwise in this Privacy Policy, this Privacy Policy applies only to the use and transfer of information we collect from you. Beerswaps has no control over the privacy policies of third parties that may apply to you. When we work with third parties or use third party tools to provide certain services, we will explicitly indicate which privacy policy applies to you. We therefore encourage you to ask questions before you disclose your personal information to others.

Contact: If you have any questions about Beerswaps and our Website please contact us.

Cookies, Web Beacons, and Similar Technologies

Summary

When you visit or interact with our sites, services, applications, tools or messaging, we or our authorized service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you with a better, faster, and safer experience and for advertising purposes.

This page is designed to help you understand more about these technologies and our use of them on our sites and in our services, applications, and tools. Below is a summary of a few key things you should know about our use of such technologies.

Our cookies and similar technologies have different functions. They are either necessary for the functioning of our services, help us improve our performance, give you extra functionalities, or help us to serve you relevant and targeted ads. We use cookies and similar technologies that only remain on your device for as long as you keep your browser active (session) and cookies and similar technologies that remain on your device for a longer period (persistent). You are free to block, delete, or disable these technologies if your device permits so. You can manage your cookies and your cookie preferences in your browser or device settings.

Where possible, security measures are set in place to prevent unauthorized access to our cookies and similar technologies. A unique identifier ensures that only we and/or our authorized service providers have access to cookie data.

Service providers are companies that help us with various aspects of our business, such as site operations, services, applications, advertisements and tools. We use some authorized service providers to help us to serve you relevant ads on our services and other places on the internet. These service providers may also place cookies on your device via our services (third party cookies). They may also collect information that helps them identify your device, such as IP-address or other unique or device identifiers.

What are cookies, web beacons, and similar technologies?

Like most sites, we use technologies that are essentially small data files placed on your computer, tablet, mobile phone, or other devices (referred to collectively as a "device") that allow us to record certain pieces of information whenever you visit or interact with our sites, services, applications, messaging, and tools.

The specific names and types of the cookies, web beacons, and other similar technologies we use may change from time to time. In order to help you better understand this Policy and our use of such technologies we have provided the following limited terminology and definitions:

- **Cookies** - Small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. Cookies allow a website to recognize a particular device or browser. There are several types of cookies:
 - Session cookies expire at the end of your browser session and allow us to link your actions during that particular browser session.
 - Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions across multiple sites.
 - First-party cookies are set by the site you are visiting.
 - Third-party cookies are set by a third party site separate from the site you are visiting.
- Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options.
- **Web beacons** - Small graphic images (also known as "pixel tags" or "clear GIFs") that may be included on our sites, services, applications, messaging, and tools, that typically work in conjunction with cookies to identify our users and user behaviour.
- **Similar technologies** - Technologies that store information in your browser or device utilizing local shared objects or local storage, such as flash cookies, HTML 5 cookies, and other web application software methods. These technologies can operate across all of your browsers, and in some instances may not be fully managed by your browser and may require management directly through your installed applications or device. We do not use these technologies for storing information to target advertising to you on or off our sites.

We may use the terms "cookies" or "similar technologies" interchangeably in our policies to refer to all technologies that we may use to store data in your browser or device or that collect information or help us identify you in the manner described above.

Your choice and our use of cookies, web beacons, and similar technologies

We offer certain site features, services, applications, and tools that are available only through the use of these technologies. You are always free to block, delete, or disable these technologies if your browser, installed application, or device so permits. However, if you decline cookies or other similar technologies, you may not be able to take advantage of certain site features, services, applications, or tools. You may also be required to re-enter your password more frequently during your browsing session. For more information on how you can block, delete, or disable these technologies, please review your browser or device settings.

Generally, these technologies allow our sites, services, applications, and tools to store relevant information in your browser or device and later read that information in order to identify you to our servers or internal systems. Where applicable, we protect our cookies and other similar technologies to help ensure that only we and/or our authorized service providers can interpret them by assigning them a unique identifier that is designed for interpretation only by us. We do not store any of your personal information on any of our cookies or other similar technologies.

Any personal information that we collect and store through use of these technologies is first obtained through notice and consent: We obtain your consent by providing you with transparent notice of use of the technologies and providing you with the opportunity to make a choice to disable these technologies as set forth above.

Our uses of such technologies fall into the following general categories:

1. **Operationally Necessary.** We may use cookies, web beacons, or other similar technologies that are necessary to the operation of our sites, services, applications, and tools. This includes technologies that allow you access to our sites, services, applications, and tools; that are required to identify irregular site behaviour, prevent fraudulent activity and improve security; or that allow you to make use of our functions such as saved search, or similar functions;
2. **Performance Related.** We may use cookies, web beacons, or other similar technologies to assess the performance of our websites, applications, services, and tools, including as part of our analytic practices to help us understand how our visitors use our websites, determine if you have interacted with our messaging, determine whether you have viewed an item or link, or to improve our website content, applications, services, or tools;
3. **Functionality Related.** We may use cookies, web beacons, or other similar technologies that allow us to offer you enhanced functionality when accessing or using our sites, services, applications, or tools. This may include identifying you when you sign into our sites or keeping track of your specified preferences, interests, or past items viewed so that we may enhance the presentation of content on our sites;
4. **Advertising or Targeting Related.** We may use first-party or third-party cookies and web beacons to deliver content, including ads relevant to your interests, on our sites or on third party sites. This includes using technologies to understand the usefulness to you of the advertisements and content that have been delivered to you, such as whether you have clicked on an advertisement.

To opt-out of the use of third-party advertising-related cookies and web beacons, see the section 'Ad Networks and Exchanges operated by authorized third parties' below. Opting out of our first-party advertising-related cookies, or out of third-party advertising-related cookies and web beacons as described below, does not necessarily mean that you will not see our advertising - only that this advertising will not be targeted to you through the use of first-party or third-party cookies, web beacons or related technologies.

If you would like to opt-out of all other types of technologies we employ on our sites, services, applications, or tools, you may do so by blocking, deleting, or disabling them as your browser or device permits.

Use of these technologies by authorized third-party service providers

We may work with third-party companies, commonly known as service providers, who are authorized to place third-party cookies, web beacons, or similar technologies for storing information on our sites or in our services, applications, and tools with our permission. These service providers help us to provide you with a better, faster, and safer experience.

These service providers may use these technologies to help us deliver our own content and advertising, and compile anonymous site metrics and analytics. We do not permit any of these service providers to collect any of your personal information on our sites or in our services, applications, or tools for their own purposes. These service providers are subject to confidentiality agreements with us and other legal restrictions on their use or collection of any personal information. Third party cookies are covered by the third-parties' privacy policy.

With the exception of the use of such technologies by our service providers or other authorized third-parties, we do not permit any third-party content on sites to include or utilize any cookies, web beacons, local storage, or similar technologies for tracking purposes or to collect your personal information. If you believe a listing or other third-party content might be collecting personal information or using tracking technologies on one of our sites, please report it to us.

Ad networks and exchanges operated by authorized third parties

We may use third parties, such as advertising networks and exchanges, to allow us to serve you advertisements. These third-party ad networks and exchange providers may use third-party cookies, web beacons, or similar technologies to collect information. They may also collect your device identifier, IP address, or identifier for advertising (IDFA). The information that these third parties collect may be used to assist us in providing you with more relevant advertising that we serve on our sites or elsewhere on the web. Third party cookies are covered by the third-parties' privacy policy.

For more information on third-party advertising-related cookies and how to opt-out of them, please visit on of the following third party websites:

- <http://www.youronlinechoices.eu>
- <http://www.aboutads.info/choices> (only available in English).
- <http://www.networkadvertising.org/choices> (only available in English).