



CAPE MAY SPIRITS CO. TERMS OF USE

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349 Ranger Road, Unit 5
Rio Grande, NJ 08242

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RESPONSIBILITIES OF SERVICE USERS

Users are responsible for ensuring they are running up-to-date anti-virus software on their wireless devices. Users must be aware that, as they connect their devices to the Internet through the Service, they expose their devices to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third-parties. Users must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited. The running of programs, services, systems, processes, or servers by a single user or group of users that may substantially degrade network performance or accessibility will not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images, is also prohibited. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a user or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited. Users understand that wireless Internet access is inherently not secure, and users should adopt appropriate security measures when using the Service. We highly discourage users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Service. Users are responsible for the security of their own devices.

LIMITATIONS OF WIRELESS NETWORK ACCESS

We are not liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Service. The user is responsible for any actions taken from his or her device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Service. The user hereby releases the Company from liability for any loss, damage, security infringement, or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, or injury.

TERMS OF SERVICE

By clicking the “Go Online” button on the access landing page, the user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms of the Service are unacceptable or become unacceptable to the user, the user’s only right shall be to terminate his or her use of the Service.

LAWFUL USE

The Service may only be used for lawful purposes and in a manner which we believe to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libelous, or defamatory. Illegal acts may subject users to prosecution by local, state, federal, or international authorities. We may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.

THE USER SPECIFICALLY AGREES TO THE FOLLOWING CONDITIONS

The user will use the Service only as permitted by applicable local, state, federal, and International laws. The user will refrain from any actions that we consider to be negligent or malicious. The user will not send email containing viruses or other malicious or damaging software. The user will run appropriate anti-virus software to remove such damaging software from his or her computer. The user will not access websites which contain material that is grossly offensive to us, including clear expressions of bigotry, racism, or hatred. The user will not access websites which contain material that defames, abuses, or threatens others.

CHANGES TO SERVICE

We reserve the right to change the Service offered, the features of the Service offered, the terms of this Policy, or its system without notice to the user.