

## Terms of Use Agreement for Pour it Up Rentals Website

Effective Date: Aug 1, 2023

Welcome to Pour it Up Rentals! This Terms of Use Agreement ("Agreement") governs your use of our website and online store services. By accessing or using our website, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with these terms, please do not use our website.

### 1. Use of the Website

#### 1.1 Eligibility:

You must be at least 18 years old to use our website and services. By using our website, you represent and warrant that you are 18 years of age or older.

#### 1.2 User Responsibilities:

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to use our website for lawful purposes and in compliance with all applicable laws and regulations.

#### 1.3 Prohibited Activities:

You agree not to:

- Use our website for any unlawful or fraudulent purpose
- Impersonate any person or entity
- Engage in any unauthorized access to our website or its related systems
- Interfere with or disrupt the operation of our website or its servers
- Upload, transmit, or distribute any viruses, malware, or other harmful code
- Use any automated means to access or collect information from our website

### 2. Intellectual Property Rights

#### 2.1 Ownership:

All content and materials on our website, including but not limited to text, images, graphics, logos, trademarks, and software, are the property of Pour it Up Rentals or its licensors and are protected by intellectual property laws.

#### 2.2 Limited License:

Subject to your compliance with this Agreement, Pour it Up Rentals grants you a limited, non-exclusive, non-transferable, and revocable license to access and use our website for personal and non-commercial purposes.

#### 2.3 Prohibited Use:

You are prohibited from reproducing, modifying, distributing, displaying, or exploiting any content from our website without prior written permission from Pour it Up Rentals.

### 3. Disclaimer of Warranties

Our website and services are provided on an "as-is" and "as available" basis. Pour it Up Rentals does not warrant or guarantee the accuracy, completeness, reliability, or suitability of the information, products, or services provided on our website. Your use of our website is at your own risk.

#### 4. Limitation of Liability

To the extent permitted by law, Pour it Up Rentals shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with your use of our website or services, even if advised of the possibility of such damages.

#### 5. Indemnification

You agree to indemnify and hold Pour it Up Rentals and its officers, directors, employees, and agents harmless from any claims, losses, damages, liabilities, or expenses (including attorneys' fees) arising out of or related to your use of our website, violation of this Agreement, or infringement of any third-party rights.

#### 6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Texas. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts located in Texas, and you consent to the personal jurisdiction of such courts.

#### 7. Changes to this Agreement

Pour it Up Rentals reserves the right to modify or update this Agreement at any time without prior notice. Any changes to this Agreement will be posted on our website. Your continued use of our website after the posting of changes constitutes your acceptance of the modified Agreement.

#### 8. Contact Us

If you have any questions or concerns about this Agreement, please contact us at:  
Email: [Pouritupmargs@gmail.com](mailto:Pouritupmargs@gmail.com)