

## TERMS AND CONDITIONS

These terms and conditions of use ("Terms of Use") apply to all visits to, and all use of, this website and all orders through this website, as operated by Spirit & Soul Pte. Ltd. ("Rockpool"), including all information and services provided to you by Rockpool (the "Information"). By using this website and/or purchasing any products from Rockpool, you agree to be bound by these Terms of Use, including any additional terms, conditions and policies referenced herein or available by hyperlink.

Please read these Terms of Use carefully before using our website. If you do not agree to these Terms of Use, you may not access the website or purchase any products from Rockpool through the website.

## INFORMATION ABOUT US

We are Rockpool, operating under company name Spirit & Soul Pte. Ltd., a Singapore private company limited by shares with company registration number 201906779D. If you have any questions, including on these Terms of Use, kindly contact us at [hello@rockpoolrum.com](mailto:hello@rockpoolrum.com).

## LEGAL AGE

By agreeing to these Terms of Use, you represent that you are at least the age of legal consumption of alcohol in your location. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the website, violate any laws in your jurisdiction. Rockpool reserves the right to refuse service to anyone for any reason at any time.

## MODIFICATIONS

These Terms of Use may be changed from time to time. Any changes will be effective immediately upon the posting of the modified Terms of Use on the website. Your continued use of, or access to, the website following the posting of any changes constitutes your acceptance of those changes. Rockpool reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information (including price) on the website is inaccurate at any time without prior notice (including after submission of an order).

## PRODUCTS

Product descriptions and prices for our products are subject to change without notice. Revised descriptions and prices will be effective immediately upon being visible on the website. Rockpool shall not be liable for any modification or price change. Certain products may be available exclusively online through the website and products may be discontinued at any time without notice. These products may have limited quantities and are subject to return or refund in accordance with the prevailing Return Policy set out below.

Rockpool reserves the right to refuse any order placed with us. We may, in our sole discretion, limit or cancel quantities purchased. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

## RETURN POLICY

At Rockpool, we are committed to making your purchasing experience as easy and enjoyable as possible. Any defective, damaged or incorrect item may be returned within 14 calendar days from dispatch date for orders made in Singapore, or 28 calendar days for international orders. Items must be unopened.

If you have an issue or you have any questions with your order, you can contact us at [hello@rockpoolrum.com](mailto:hello@rockpoolrum.com).

You are responsible for postage costs of returned items, and are responsible for the item until it reaches us. If we accept your return, we will make a full refund to you on your original payment method as soon as possible (generally within 14 days from the day on which we receive the returned product).

## INFORMATION OF THIRD PARTIES

Hyperlinks on this website may direct visitors to external websites which are maintained by third parties, including third party payment system providers. We provide access to third party information on an "as is" basis, and you acknowledge and agree that Rockpool is not responsible for the content, privacy policies, or practices of such third party websites or the companies that own them. By using the website, you expressly relieve Rockpool from any and all liability arising from your access and use of any third party website.

## INTELLECTUAL PROPERTY

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## PROVISION OF MATERIAL

In the event that you post comments, ideas or other materials on this website or send such materials to Rockpool by email or otherwise (whether solicited by Rockpool or not), Rockpool will be entitled to use or copy such materials to the fullest extent, free of charge and without compensation.

Rockpool shall not be bound by any confidentiality obligation in respect of such materials. You hereby indemnify and hold Rockpool harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by Rockpool as a result of the use and/or exploitation of the materials infringing the intellectual property rights of any third party or otherwise being unlawful towards a third party.

## PROTECTION OF WEBSITE AND INFORMATION

Rockpool is not responsible for the accuracy, completeness or timeliness of the information made available on this website. The material on this website is provided for general information only and should not be relied upon.

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms of Use will result in an immediate termination of your use of the website. You are prohibited from using the website or its content for any unlawful purpose, to solicit others to perform or participate in any unlawful acts, to infringe upon or violate Rockpool's intellectual property rights or the intellectual property rights of others, to harass, abuse, insult, harm or otherwise defame or discriminate, or to submit false or misleading information.

## ACCURACY OF ACCOUNT INFORMATION

Your submission of personal information through the website is governed by our Privacy Policy. Your content (not including credit card information), may be transferred unencrypted and involve transmissions over various networks. Credit card information is always encrypted during transfer.

You agree to provide current, complete and accurate purchase and account information for all purchases made from Rockpool. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## LIMITATION OF LIABILITY

Rockpool does not guarantee, represent or warrant that your use of the website will be uninterrupted, timely or error-free. From time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice. You expressly agree that your use of, or inability to use, the website is at your sole risk. The website and all products delivered to you are provided on an "as is" and "as available" basis. Subject to applicable law, Rockpool expressly excludes all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no event shall Rockpool, its directors, officers, employees, affiliates, agents, contractors or suppliers be liable for any injury, loss or claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind (including, without limitation, loss of profits, revenue, savings, data, replacement costs, or any similar damages, whether based in contract, tort, strict liability or otherwise), arising from your use of the website or any products procured using the website, or for any other claim whatsoever. Subject to applicable law, the aggregate cumulative liability of Rockpool shall in any event not exceed the sum that you have paid to us for the sale of Rockpool products.

## SEVERABILITY & ENTIRE AGREEMENT

The failure of Rockpool to enforce any right or provision of these Terms of Use shall not be deemed a waiver of such right or provision. If any provision of these Terms of Use is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

These Terms of Use and the policies expressly referred to herein constitute the entire agreement and understanding between you and us and govern your use of the website, superseding any prior agreements or communications, whether oral or written, between you and us.

## GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore. Any claim or dispute arising out of or relating to these Terms of Use which cannot be resolved through negotiation will be subject to the exclusive jurisdiction of the courts of Singapore.

