

Tatera Terms of Service

Legal terms governing use of the Tatera website, Discord server, alerts, memberships, and community content.

Last Updated: March 19, 2026

These Terms are written for Tatera's bourbon monitoring and Discord-based alert service, including community content shared inside the server.

1. Acceptance of Terms

These Terms of Service ("Terms") govern your access to and use of the Tatera platform, including the website located at <https://tatera.io>, the Tatera Discord server, monitoring alerts, and any related products, software, content, and services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Service.

2. Description of Service

Tatera provides informational monitoring services that notify users about potential availability and activity related to bourbon and whiskey products and experiences.

Alerts and content may include inventory availability, retailer listings, distillery releases, label approvals, auction listings, event availability, and other whiskey industry information. Alerts may be delivered through Discord channels, automated notifications, web interfaces, or other digital communication channels.

Tatera does not sell alcohol, does not facilitate alcohol purchases, and does not guarantee that any product, listing, event, or offer will remain available after an alert is sent. All alerts and content are informational only. Retailers, brands, venues, and platforms control their own inventory, pricing, scheduling, and availability.

3. Eligibility and Age Requirement

You must be at least 21 years old to use the Service. By using the Service, you represent and warrant that you are legally permitted to access alcohol-related information and, where applicable, purchase alcohol in your jurisdiction.

You are solely responsible for understanding and complying with all laws, regulations, and restrictions that apply to you. Access to the Service is void where prohibited.

4. Membership Access

Certain features of the Service may require a paid membership or subscription. Membership tiers, features, pricing, and benefits may change at any time in Tatera's sole discretion.

Tatera reserves the right to modify, add, remove, suspend, or discontinue any monitor, channel, feature, membership tier, or portion of the Service at any time, with or without notice.

5. Digital Product Policy and No Refunds

The Service provides digital membership access only. Upon purchase, users may receive immediate access to digital content and features, including Discord channels, monitoring alerts, and proprietary monitoring tools.

Because digital access is granted immediately, all sales are final. No refunds, returns, credits, or prorated adjustments will be provided for any reason, including dissatisfaction, missed alerts, delayed alerts, service interruptions, unused membership time, account suspension, account termination, chargeback-related bans, or membership cancellation.

You may cancel renewal of a subscription at any time, but cancellation only prevents future billing and does not entitle you to a refund for any current or prior billing period.

6. Alert Accuracy and Availability Disclaimer

Tatera attempts to provide useful and timely monitoring alerts, but does not guarantee alert timing, completeness, accuracy, retailer participation, product availability, event availability, inventory accuracy, pricing accuracy, or that any monitored source will remain accessible or unchanged.

Alerts may be delayed, duplicated, incomplete, inaccurate, outdated, suppressed, or unavailable. External sites, APIs, retailers, and third parties may change or remove content without notice. You are solely responsible for independently verifying all information before acting on it.

7. Non-Affiliation Disclaimer

Tatera is an independent monitoring and community service. Tatera is not affiliated with, endorsed by, sponsored by, or associated with any distillery, retailer, distributor, venue, ticketing platform, event platform, marketplace, alcohol brand, or other third party referenced by the Service, unless expressly stated otherwise in writing.

All company names, logos, product names, event names, and trademarks referenced by the Service belong to their respective owners and are used solely for identification and informational purposes.

8. Acceptable Use

You may use the Service only for your personal, non-commercial use and only in compliance with these Terms and all applicable laws.

You may not:

- redistribute, repost, resell, sublicense, or commercially exploit alerts or Service content;
- share paid alerts outside the Service or with non-paying users;
- operate an alert resale service, monitor resale group, or similar business using the Service;
- copy, archive, scrape, export, or systematically collect Service data or community content;
- use the Service to harass, defraud, impersonate, spam, manipulate, or interfere with others;
- use the Service in any way that violates Discord rules, retailer rules, or applicable law.

9. Anti-Scraping and Automated Access

You may not use bots, scrapers, scripts, crawlers, browser automation, monitoring tools, data extraction tools, API emulators, or any other automated means to access, collect, mirror, index, intercept, or redistribute alerts, messages, media, or other data from the Service without Tatera's prior written consent.

Unauthorized automated access, account sharing, credential sharing, session sharing, or other abuse may result in immediate suspension or termination, revocation of access, forfeiture of membership, and potential legal action.

10. Competitive Use Prohibited

You may not use the Service, any output of the Service, or any knowledge gained from the Service to build, train, improve, benchmark, seed, validate, market, or operate any competing monitoring product, alert service, community, dataset, or automation system.

You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the logic, structure, source code, source mappings, alert criteria, or operational methods of the Service, except to the limited extent such restriction is prohibited by applicable law.

11. User Content and Content License

Users may post or submit content within the Service, including images, photos, videos, screenshots, attachments, usernames, profile names, messages, posts, links, reactions,

and other content ("User Content"), including within the Tatera Discord server, its channels, threads, forums, tickets, and related community areas.

By posting or submitting any User Content within the Service, you grant Tatera a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free license to host, store, use, reproduce, modify, adapt, edit, crop, reformat, publish, translate, create derivative works from, distribute, publicly perform, and publicly display that User Content, in whole or in part, in any media now known or later developed, for any lawful business purpose, including operating the Service, improving the Service, internal review, community highlights, testimonials, marketing, advertising, and promotion of Tatera or the Service.

This license applies without further notice to you and without compensation, approval, or attribution to you. To the maximum extent permitted by law, the license survives your deletion of the User Content, your departure from the Service, or termination of your account, including for archived copies, backups, compliance records, internal materials, and already-created or in-progress promotional materials.

You represent and warrant that you own or control all rights necessary to grant this license and that your User Content does not infringe, misappropriate, or otherwise violate any third-party right, including any copyright, trademark, privacy, publicity, or contractual right. Tatera is not obligated to use any User Content and may remove, moderate, or refuse to display User Content at any time in its sole discretion.

12. Public Display of Community Activity

You acknowledge that content and activity within the Service may be visible to other users and may be highlighted by Tatera for community or promotional purposes. Tatera may, for example, feature bottle finds, store pickups, success posts, screenshots, photos, or other community content in Discord announcements, social media posts, advertisements, web pages, landing pages, or other promotional materials.

13. Intellectual Property

The Service, including its software, code, workflows, monitoring logic, alert formats, channel structures, databases, designs, branding, trade dress, graphics, written content, and all other Service materials, is and remains the exclusive property of Tatera and its licensors.

Except for the limited right to access and use the Service in accordance with these Terms, no right, title, or interest in the Service or any intellectual property is transferred to you. All rights not expressly granted are reserved.

14. Community Rules, Moderation, and Enforcement

You must comply with Discord's terms, rules, and community standards, as well as any additional rules, channel policies, or moderation decisions established by Tatera.

Tatera may investigate conduct, moderate content, remove posts, mute users, limit access, suspend accounts, terminate memberships, or permanently ban users for any reason or no reason, including harassment, scams, abuse, resale activity, chargebacks, scraping, account sharing, disruptive conduct, or violation of these Terms. Moderation and enforcement decisions are final and may be made without prior notice or refund.

15. Service Availability and Modifications

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. Tatera does not guarantee uptime, uninterrupted operation, continued monitor coverage, channel continuity, message delivery, webhook delivery, or reliability of alerts.

The Service may be unavailable, degraded, or changed at any time for maintenance, outages, technical issues, third-party changes, security reasons, compliance reasons, business reasons, or any other reason. Tatera may add, remove, or alter data sources, methods, features, and delivery mechanisms at any time.

16. Billing, Payment, and Chargebacks

Payments may be processed through Discord, Whop, or other third-party billing providers. You agree to provide accurate payment information and authorize all charges associated with your subscription or purchase.

You agree not to initiate fraudulent, abusive, or bad-faith chargebacks or payment disputes. If a chargeback or payment reversal occurs, Tatera may immediately suspend or terminate your access, permanently ban your account, report abuse to payment providers or platforms, and pursue recovery of amounts owed, including collection costs, administrative fees, and reasonable attorneys' fees where permitted by law.

17. Disclaimer of Warranties

To the maximum extent permitted by law, the Service is provided without warranties of any kind, whether express, implied, statutory, or otherwise. Tatera disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, reliability, quiet enjoyment, and any warranties arising out of course of dealing or usage of trade.

Tatera does not warrant that the Service will meet your requirements, operate without interruption, be secure, be error-free, or that any defects will be corrected.

18. Limitation of Liability

To the maximum extent permitted by law, Tatera and its owners, operators, affiliates, contractors, licensors, service providers, moderators, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, savings, goodwill, business opportunities,

data, use, or other intangible losses, arising out of or related to the Service, even if advised of the possibility of such damages.

Without limiting the foregoing, Tatera is not liable for missed purchase opportunities, missed event opportunities, missed alerts, delayed alerts, inaccurate alerts, retailer actions, platform actions, moderation decisions, payment disputes, account loss, user-generated content, third-party conduct, or Service downtime.

To the maximum extent permitted by law, Tatera's total aggregate liability for all claims arising out of or relating to the Service will not exceed the greater of one hundred U.S. dollars (USD 100) or the amount you paid to Tatera for the Service during the three months immediately preceding the event giving rise to the claim.

19. Indemnification

You agree to defend, indemnify, and hold harmless Tatera and its owners, operators, affiliates, licensors, contractors, service providers, moderators, and representatives from and against any claims, demands, actions, liabilities, damages, losses, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or related to your User Content, your misuse of the Service, your violation of these Terms, your violation of any applicable law, or your infringement or misappropriation of any third-party right.

20. DMCA and Intellectual Property Complaints

Tatera respects intellectual property rights. If you believe that any content made available through the Service infringes your copyright or other intellectual property right, you may submit a notice to contact@tatera.io that includes sufficient detail for Tatera to evaluate the complaint, including identification of the claimed work, identification of the allegedly infringing material, your contact information, and a statement made in good faith.

Tatera may remove or disable access to challenged content, request additional information, and terminate repeat infringers where appropriate.

21. Arbitration Agreement

Except to the extent prohibited by applicable law, any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved by final and binding arbitration on an individual basis, rather than in court, except that either party may seek relief in small claims court for qualifying claims and may seek injunctive or equitable relief for misuse of intellectual property, unauthorized access, scraping, confidentiality breaches, or other misuse of the Service.

Arbitration will be administered by the American Arbitration Association under its applicable consumer or commercial arbitration rules, as determined by the nature of the claim. The arbitrator will have exclusive authority to resolve any dispute regarding the

interpretation, enforceability, or applicability of this arbitration provision, except that a court of competent jurisdiction will determine issues relating to the class action waiver below if required by law.

22. Class Action Waiver

To the maximum extent permitted by law, you and Tatera agree that each may bring claims against the other only in an individual capacity and not as a plaintiff, claimant, or class member in any purported class, collective, representative, consolidated, or private attorney general proceeding.

Unless both you and Tatera agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, representative, or consolidated proceeding.

23. Governing Law and Venue

These Terms are governed by the laws of the Commonwealth of Kentucky and applicable United States law, without regard to conflict of laws principles.

If any dispute is determined not to be subject to arbitration, then that dispute must be brought exclusively in the state or federal courts located in Jefferson County, Kentucky, and you consent to the personal jurisdiction and venue of those courts.

24. Force Majeure

Tatera will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, weather events, fire, flood, war, terrorism, civil unrest, labor disputes, internet outages, hosting failures, platform failures, retailer changes, API changes, software failures, power outages, governmental actions, supply disruptions, or failures of third-party providers.

25. Changes to Terms

Tatera may update or revise these Terms at any time in its sole discretion. The "Last Updated" date above indicates when these Terms were last revised.

Your continued use of the Service after updated Terms become effective constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Service.

26. Contact

For legal notices, questions, or concerns regarding these Terms, contact:

contact@tatera.io