

THE PROFITABLE POUR

Terms and Conditions of Purchase and Use

The Naughty Grape Wine Market | Okotoks, Alberta, Canada

Last Updated: July 2026

1. Agreement to Terms

By purchasing, accessing, or using The Profitable Pour training program ("the Program"), you ("the Purchaser," "you," or "your") agree to be legally bound by these Terms and Conditions ("Terms"). These Terms constitute a binding legal agreement between you and The Naughty Grape Wine Boutique, owned and operated by Ashton Phenix ("we," "us," or "our"), a business operating in Okotoks, Alberta, Canada.

If you do not agree to these Terms, do not complete your purchase or access the Program. Completion of purchase constitutes full acceptance of these Terms.

2. The Program

The Profitable Pour is a digital training program designed for restaurant owners, managers, and hospitality professionals. The Program includes video lessons, downloadable resources, tools, templates, calculators, and any supplementary materials provided at the time of purchase or made available during the access period (collectively, "Program Materials").

3. License — Single Location Use

3.1 Single Location License

Each purchase of The Profitable Pour grants a single, non-exclusive, non-transferable license to use the Program Materials at and for ONE (1) physical business location only. This license is granted to the individual or entity named at the time of purchase.

3.2 What One License Permits

One license permits:

- Access by the purchasing individual and their staff employed at the single licensed location only.
- Internal staff training at the one licensed location.
- Download and use of provided tools, templates, and calculators for internal operational use at the one licensed location.
- Reasonable sharing of login credentials between management staff at the one licensed location for the purpose of completing the training program.

3.3 What One License Does NOT Permit

One license explicitly does not permit:

- Use of the Program Materials at more than one physical business location.
- Use by any franchise group, chain, corporate group, or multi-location hospitality organization across more than one location under a single purchase.
- Sharing, distributing, forwarding, or providing access to the Program or Program Materials to any person or entity outside of staff employed at the single licensed location.
- Resale, sublicensing, or redistribution of the Program or any Program Materials in any form.
- Reproduction, republication, or use of Program content for any external training, consulting, or commercial purpose.
- Screen recording, copying, or duplication of video content.
- Use of downloaded materials outside the licensed location's internal operations.

4. Multi-Location, Franchise, and Chain Licensing

4.1 Mandatory Per-Location Licensing

If you operate, own, manage, or are affiliated with more than one (1) physical restaurant, bar, hotel, or hospitality location — including but not limited to franchise groups, corporate chains, restaurant groups, hotel groups, or any multi-location hospitality organization — a separate license must be purchased for each individual location at which the Program Materials will be used, accessed, or implemented.

4.2 Enterprise and Volume Licensing

Multi-location organizations, franchise groups, and corporate chains with three (3) or more locations are encouraged to contact us prior to purchase to discuss enterprise licensing options, which may include volume pricing. Contact us at ashton@naughtygrape.ca to discuss an arrangement that fits your organization.

4.3 Unauthorized Multi-Location Use

Any use of a single-location license across multiple locations, whether knowingly or unknowingly, constitutes a material breach of these Terms and may result in immediate termination of access without refund, a demand for payment equivalent to the per-location license fee for each unlicensed location, and legal action to recover damages.

5. Intellectual Property

All content within The Profitable Pour, including but not limited to video lessons, written materials, downloadable tools, templates, calculators, slide decks, frameworks, and any other Program Materials, is the exclusive intellectual property of The Naughty Grape Wine Boutique and is protected under Canadian copyright law and applicable international copyright treaties.

Purchase of the Program grants a limited use license only. No ownership, copyright, or intellectual property rights are transferred to the Purchaser under any circumstances.

6. Lifetime Access

"Lifetime access" means access for the lifetime of the Program as operated by The Naughty Grape Wine Boutique. We reserve the right to retire, restructure, or discontinue the Program at any time. In the event the Program is permanently discontinued, we will endeavour to provide reasonable advance notice. Lifetime access does not guarantee access in perpetuity and does not constitute a contractual obligation to maintain the Program indefinitely.

We recommend downloading all provided downloadable materials promptly following purchase for your own records.

7. Refund Policy

Due to the immediate digital nature of this Program, all sales are final. No refunds will be issued once access to the Program has been granted.

If you experience a technical issue preventing access to the Program, please contact us at ashton@naughtygrape.ca and we will work to resolve the issue promptly.

By completing your purchase, you acknowledge and agree to this no-refund policy.

8. Disclaimer of Warranties

The Profitable Pour is provided for educational and training purposes only. While we have made every effort to ensure the accuracy and quality of the Program Materials, we make no warranties, express or implied, regarding:

- Specific revenue increases, sales improvements, or business results from use of the Program.
- The suitability of the Program for your specific business, market, or location.
- The completeness or accuracy of all information contained within the Program.
- Uninterrupted or error-free access to the Program platform.

Results will vary based on individual implementation, staff, market conditions, and other factors outside our control.

9. Limitation of Liability

To the maximum extent permitted by applicable law, The Naughty Grape Wine Boutique and its owner shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of profits, loss of business, or loss of data, arising from your use of or inability to use the Program, even if we have been advised of the possibility of such damages.

Our total liability to you for any claim arising from these Terms or your use of the Program shall not exceed the total amount paid by you for the Program.

10. Privacy

By purchasing the Program, you consent to the collection and use of your name, email address, and purchase information for the purpose of delivering the Program, providing customer support, and occasional marketing communications related to The Naughty Grape Wine Boutique's products and services. We will not sell or share your personal information with third parties except as required to process your payment or deliver the Program.

You may unsubscribe from marketing communications at any time. This practice is conducted in accordance with Canada's Anti-Spam Legislation (CASL) and the Personal Information Protection and Electronic Documents Act (PIPEDA).

11. Breach and Enforcement

Any violation of these Terms, including but not limited to unauthorized sharing, multi-location use under a single license, reproduction, or redistribution of Program Materials, constitutes a material breach of this agreement. In the event of a breach, we reserve the right to:

- Immediately terminate your access to the Program without refund.
- Pursue recovery of damages equivalent to the license fees owed for any unlicensed use.
- Pursue legal action under Canadian copyright law and applicable civil law.
- Seek injunctive relief to prevent continued unauthorized use.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Alberta, Canada.

13. Amendments

We reserve the right to update or amend these Terms at any time. Updated Terms will be posted with a revised date. Continued access to the Program following any amendments constitutes acceptance of the updated Terms.

14. Entire Agreement

These Terms constitute the entire agreement between you and The Naughty Grape Wine Boutique with respect to the Program and supersede all prior agreements, representations, or understandings, whether written or oral.

15. Contact

For questions regarding these Terms, licensing inquiries, or technical support, please contact:

The Naughty Grape Wine Market

Okotoks, Alberta, Canada

Email: ashton@naughtygrape.ca

Instagram: @naughtygrapewines

By purchasing The Profitable Pour, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.