



Website Usage & Membership Terms and Conditions

Welcome to the website of VinVillage.com (“VinVillage”). VinVillage™ is a “wine-lifestyle” social networking membership organization that makes available to its registered users (“Members”) a wide assortment of wine-related resources, products, goods and services (collectively the “Products”) to enhance the users appreciation of a wine type life-style, both online and in person.

This Agreement (“Agreement”) includes the Terms and Conditions of Service and Use (“Terms”) that govern the VinVillage website service (“Service”) being made available to you by VinVillage.com (“VinVillage”). Your use of the VinVillage website, www.VinVillage.com (“Site”), is subject to the following Terms which include the requirements for acceptable use of the Site along with your rights, responsibilities and limitations relating to its use. If you use the VinVillage Site as either a unregistered visitor or as a registered user (“Member”), during your time on the Site you agree to be bound by these Terms. If you elect to register to become a Member, you are confirming that you fully accept and agree to the Terms hereunder. If you do not agree with any of these Terms, do not access or use the Site or any information or materials contained on the Site and leave it immediately as any further use of the Site shall be deemed to be your agreement to the Terms set-forth hereunder.

FOREWORD: YOUR USE OF THIS WEBSITE, ITS MEMBERSHIP AND/OR ITS SERVICES, WHETHER ONLINE OR OFFLINE, SHALL BE DONE AT YOUR OWN RISK.

1.) Acceptance: By accessing or using the service in any manner, you confirm that you have read this Agreement and you fully understand and agree to be bound by and adhere to the Terms hereunder which shall remain in full force and effect while you use the Site or you are a Member. You may terminate your account at any time you choose. VinVillage reserves the right to terminate your Membership at any time without notice. You accept and understand this Agreement and its Terms shall survive even after Membership is terminated.

2.) Modification of Terms: From time-to-time VinVillage, at its option, shall modify these Terms and any such modification shall become effective upon by listed on the Site. Your use of Site thereafter, indicates you accept and agree to be bound by any such modification to the Terms. Given this, it is important that you frequently review this Agreement to ensure you are aware of the most current Terms which may have been modified since your previous use of the Site.

3.) Registration: If you chose to become a registered Member of the Site, you agree that you shall provide true, accurate, current and complete information about yourself as requested throughout the registration process. You also agree to keep your information updated and to maintain its correctness. Should any information you provide be false, inaccurate, not current, incomplete, or inappropriate, or if there is reason to believe the aforementioned, VinVillage reserves the right to suspend or terminate your account and refuse you any or all current and future use of the Site or any other service VinVillage may offer. Furthermore, you are also responsible for protecting access to your personal computer and to your password to your registered account. You understand that you are solely responsible for any and all activities that occur under your password or on your registered account. Should you become aware of any unauthorized use of your password or your account, you agree to notify VinVillage immediately. VinVillage will never disclose, sell, or rent any of your personal information except as outlined in our privacy policy or required to do so by law or to comply with a court order. You further agree that VinVillage shall not be responsible for any loss or damage you may incur should you fail to comply with your obligations under this provision. VinVillage website use and membership is void where prohibited. Use of the VinVillage Site is also governed by our [Privacy Policy](#), which is incorporated into the website for your reference at www.VinVillage.com.

4.) Representation & Responsibility: With respect to your VinVillage registration, membership and the use of the Site, you represent and swear that you are at least 21 years of age. **IF YOU ARE UNDER 21 YEARS OF AGE, YOU ARE FORBIDDEN TO ACCESS AND USE THIS SITE AND YOU MUST TO LEAVE IT IMMEDIATELY AND NOT RETURN UNTIL YOU MEET THIS REQUIREMENT.** In addition, any interaction you may have with VinVillage or any of it’s registered users (whether online or in person), you agree and represent that you are a lawful adult at least 21 years of age, you are acting under your own will, on your own behalf and you fully understand that VinVillage does not condone, support or promote any act or action that would violate any applicable laws, statutes, ordinances or regulations of any city, county or country. You further agree that VinVillage shall never be held liable should you be involved in any such violation, inclusive of any violation of laws governing alcohol consumption. Should you not fully abide by this, VinVillage shall terminate your account and you may be held personally liable to the full extent allowable by law.

5.) Access Fees: Basic access, use of the basic Site features and basic user registration (“Membership”) to VinVillage are free of charge. Certain enhanced features and services are privileged and may have usage fees which a registered user, at their option, may elect to sign-up to access, use or receive. VinVillage reserves the exclusive right to add, remove or modify any fee at any time such an action is deemed necessary or appropriate. In the event that any such change creates a new, increased or additional fee, VinVillage, at its option, shall attempt to provide 30 days notice to existing registered users, but any such change shall be immediately effective for newly registering users. In the event that VinVillage terminates your registration because you have violated any of these Terms, you are not be

entitled to a refund of any unused portion of any fees you have paid. Furthermore, VinVillage reserves the exclusive right at any time to add, delete or modify any of its Site features, services, products and/or fees.

6.) Private, Public & Privileged Information: You understand and accept that all information (collectively called, "content") in whatever form or format, that is published, provided, submitted, or contributed (collectively called either, "post, posting, or posted") to the Site shall be classified either as: a.) Private Information, which is information you would post in the Member registration and personal account areas of the Site. Any such information shall be held as private and it shall only be accessible by its appropriate owner and VinVillage, unless VinVillage is required to disclose such private information by court order or by law; b.) Public Information, which is any content posted in the publicly accessible areas of the Site which are available to and viewable by you and all other users of the Site; and c.) Privileged Information, which is content posted in any fee restricted areas of the Site which are reserved for those registered Members that, at their option, have elected to access, use or receive. **IMPORTANT NOTICE:** You are solely responsible for any information you post to the Site. In particular, use extra consideration about the information you choose to post to the Public Information areas of the Site and that you make available to other Members and users. Specifically, do not post any information or content to the Public Information areas of the Site unless you fully intend it to be readily accessible to any Member or Site user that chooses to view or use the information in a manner they may deem fit. Moreover, be fully aware that Public Information may also be accessible by the general public (non-VinVillage users) through internet search engines and other types of internet technology with which VinVillage has no ability to control. Given this, you agree that VinVillage shall not be held responsible, in any way, for any loss, damage or injury you may incur should you fail to strictly follow these instructions.

7.) Non-commercial Use: The VinVillage Site is for the personal use of its Members and except as expressly approved in advance by VinVillage, it is not available for any commercial use whatsoever. Any unauthorized, inappropriate or illicit use of the site, as determined by VinVillage, may result in the suspension or termination of your account. This includes the collection of information on other Members, such as usernames, email addresses (for sending unsolicited email) or the collecting of any other Member information, or for linking to the VinVillage Site without prior approval. Any information involving advertisements, solicitations, affiliate links or other forms of commercial promotion may be removed by VinVillage without notice and could result in the loss of your Member privileges, up to and including the suspension or permanent termination of your account.

8.) Content, License, Rights, Control & Responsibility: VinVillage does not claim right to any content that you post to the Site and you preserve all rights to any content you post and you may use it in any manner you see fit. However, any content you choose to post to the Public Information areas of the Site shall also grant VinVillage a non-exclusive, royalty-free, permanent license to use, in any manner, any content you post. Given this, you represent that you have ownership, or the right to grant license as aforementioned, of any content you post on the Site. Moreover, you represent that any content you post does not violate the privacy rights, copyrights or any other type of rights, and that you have paid, or you shall pay, any royalties or other type of associated costs or fees to the proper sources relating to any content you have posted on the Site. The granted license shall expire upon the removal of your content from the Site. VinVillage content on the Site is protected by trademark, copyright, trade secret and/or other laws, and VinVillage retains all ownership rights to its content. For your noncommercial personal use relating to viewing the Site, VinVillage grants you a cancellable limited license to reproduce and display its content (excluding software code) solely for this purpose. You explicitly do not have the right to copy, modify, publish, distribute, exhibit, broadcast and/or sell any content appearing on the Site. Furthermore, VinVillage, reserves the exclusive right, in its sole discretion, to delete any content that in its judgment violates any of the Terms hereunder or that may be illicit, abusive, obscene or threatening or violates the rights, could harm or could risk the safety of any person. You understand and agree that you are solely responsible for the content you post on the Site, for anything you may communicate to other Members, and for your interactions with any other Members (whether online or in person). VinVillage does not monitor or control the content, does not endorse the content, does not validate the accuracy, integrity, reliability or source of the content, and does not assume any responsibility for monitoring the content on the Site. In the event VinVillage chooses to monitor the Site from time to time, any such action shall not presuppose that VinVillage is responsible for any content or has a responsibility to remove or alter any unsuitable or inappropriate content and has no responsibility for the conduct of the user submitting any such content. We do not support or endorse any opinions expressed by you or that of other Members and users. You understand and agree that under no circumstances will VinVillage or any of its Partners be liable in any way for any content posted on the Site, by you or any other users or Members.

9.) Prohibited Content & Activity: Any content on the Site that is illegal, illicit, obscene, pornographic, offensive, threatening, harassing, racist, defamatory, slanderous, or any other unsuitable, improper or inappropriate content, is strictly prohibited. Should you, or any other Member, post any content, or perform any act or activity, which violates this provision, VinVillage reserves the right to take appropriate legal action against those persons involved who may be held legally liable and may be prosecuted to the full extent allowable by law.

10.) Social Events: VinVillage encourages organized physical social gatherings ("events") among its Members and other guests. These events, some which could be coordinated and promoted through the Site, may be held in a wide variety of public and private locations, such as restaurants, hotels, private homes, etc. (collectively called "venues"). Furthermore, due to the wine-oriented nature of our organization, wine (and/or alcohol) consumption may be present at these events. VinVillage only accepts the responsible use of alcoholic beverages by adults of legal drinking age. Your attendance at any event is solely at the your option, and if you choose to attend an event, you fully agree that you are acting under your own will, on your own behalf and you fully understand that VinVillage does not condone, support or promote any act or action that would violate any individuals rights and/or applicable laws and you agree to abide by any laws pertinent to where the venue is located. VinVillage has no control over the identity or actions of the attendees at any event and therefore you need to apply good judgment when attending an event. Given this, you agree that you bear all risk associated with your attendance at any event you have chosen to attend and with this, you agree to fully release VinVillage, its officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners, inclusive of the person(s) which organized, coordinated and/or managed the event from any claims, demands, and damages, whether actual and consequential, of every kind and nature, whether known or unknown and they shall not be held liable for any injuries or property damage suffered by, or from the actions by you or any person, while either attending, or traveling to and from any VinVillage promoted event.

11.) Limitation and Release of Liability: You understand and agree that VinVillage is not liable to manage, monitor or control interactions among or between its Members and/or any other persons or companies, whether on or off the Site, and VinVillage does not have the means or responsibility to guarantee the correct age or identity of any Member, or their truthfulness in relation to the information they provide about themselves. Given this, you agree that you bear all risk and you agree to release VinVillage and our officers, directors, shareholders, employees, agents, subsidiaries, affiliates, and third-party partners, inclusive of any VinVillage organizers or volunteers, from claims, demands, and damages whether actual and consequential of any kind and nature, known and unknown, whether suspected or unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your Membership, use of the VinVillage Site and/or the actions of you or any other Member or persons and your transportation to or from or attendance at a VinVillage event. You further agree to waive any and all rights and benefits otherwise granted by any statutory or non-statutory law of any jurisdiction that would allege to limit the scope of a release or waiver. Moreover, you waive and relinquish all rights and benefits which you have or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction, including without limitation the states of Missouri, Delaware and Pennsylvania, to the full extent that you may lawfully waive all such rights and benefits. IN NO EVENT SHALL VINVILLAGE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF VINVILLAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, VINVILLAGE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO VINVILLAGE FOR YOUR MEMBERSHIP OR SERVICES DURING THE TERM OF HEREOF.

12.) Member Disputes: You understand that you are solely responsible for your interactions with other VinVillage Members. VinVillage reserves the right, but is not required to monitor disputes between you and other Members.

13.) Disclaimers: VinVillage is not responsible for any incorrect or inaccurate Content posted on the VinVillage website or in connection with any VinVillage Service. Profiles created and posted by Members on the VinVillage Website may contain links to other websites. VinVillage is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way monitored, investigated or checked for accuracy or completeness by VinVillage. Inclusion of any linked website on the VinVillage Site does not imply endorsement or approval of the linked website by VinVillage. When you access any third-party sites, it is at your own risk. VinVillage is not responsible for third-party advertisements which are posted on the VinVillage Site or through its Services, and VinVillage is not responsible for the goods or services provided by its sponsors or advertisers. VinVillage is not responsible for the conduct of any Member or visitor of the VinVillage Site, whether online or offline. VinVillage assumes no responsibility for any error, interruption, defect, omission, deletion, delay in operation or communications failure, damage or theft or unauthorized access to, or alteration of, any Member's or visitor's communication. VinVillage is not responsible for any problems or technical malfunction of any communications network, computer systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the VinVillage Service or any combination thereof, including any injury or damage to any Member's or to any other person's computer related to or resulting from participation or downloading materials in connection with the VinVillage Site. Under no circumstances shall VinVillage be responsible for any loss or damage, including personal injury or death, resulting from use of the VinVillage Site, attendance at a VinVillage event, from any Content posted on or through the VinVillage Site, or from the conduct of any Member or visitor of the VinVillage Site, whether online or offline. The VinVillage Site and any Services are provided "as-is" and as available. VinVillage expressly disclaims any warranty of condition for a particular purpose or non-infringement. VinVillage cannot and does not guarantee or promise any specific result(s) from your use of the VinVillage Site.

14.) Disputes: If there is any dispute about or involving the VinVillage Site, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to the exclusive personal jurisdiction and venue in the state and federal courts located in San Diego, California, USA. Either VinVillage or you may demand that any dispute between VinVillage and you about or involving the VinVillage Site must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) located in San Diego, California, USA, provided that the foregoing provision shall not prevent VinVillage from seeking injunctive relief in a court of competent jurisdiction.

15.) Indemnification: You agree to indemnify and hold VinVillage and its officers, employees, agents, partners, subsidiaries and affiliates, inclusive of any VinVillage organizers or volunteers, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the VinVillage Site or its Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth hereunder and/or if any Content that you post on the VinVillage Website or through the VinVillage Services causes VinVillage to be liable to another party.

16.) Conclusion: This Agreement is accepted upon your use of the VinVillage Website or any of the VinVillage Services and is further confirmed by you voluntarily becoming a registered Member. This Agreement constitutes the entire agreement between you and VinVillage regarding the use of the VinVillage Site and any of its products or services. The failure of VinVillage to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. VinVillage is a trademark of VinVillage.com. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.