

Terms and Conditions

Services provided by Grapexchange LLC (“Grapexchange”), a California limited liability company. Your use of Grapexchange services and website (referred to collectively as the “Services”) is subject to the terms of a legal agreement between you and Grapexchange. This document sets out the terms of that agreement. At a minimum your agreement with Grapexchange will always include the terms and conditions set out in this document. These are referred to as the “Universal Terms.” Your agreement with Grapexchange will also include the terms of any Legal Notices applicable to the Services. These are referred to as the “Additional Terms.” Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service. The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and Grapexchange in relation to your use of the Services. It is important that you take the time to read them carefully. This legal agreement is referred to as the “Terms”. If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

Accepting the Terms. In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by: (A) clicking to accept or agree to the Terms, where this option is made available to you by Grapexchange in the user interface for any Service; or (B) by actually using the Services. In this case, you understand and agree that Grapexchange will treat your use of the Services as acceptance of the Terms from that point onward. You may not use the Services and may not accept the Terms if (a) you are not at least 21 years of age, or (b) you are a person barred from receiving the Services under the federal, state or local laws of the jurisdiction in which you are a resident or from which you use the Services. Before you continue, you should print off or save a local copy of the Universal Terms for your records.

How Grapexchange Services Work: Grapexchange does not sell alcoholic beverages, holds no licenses to sell alcoholic beverages and does not take order requests on behalf of third-party licensed winery sellers (“Wineries”). Grapexchange’s Service may contain links or references to other websites belonging to Wineries and outside of its control. Any Winery identified by Grapexchange’s Services will be the sole party responsible for any and all sales of alcoholic beverages to you. Each Winery is responsible for compliance with all applicable laws and regulations.

THESE TERMS AND CONDITIONS GOVERN YOUR RELATIONSHIP WITH GRAPEXCHANGE. GRAPEXCHANGE DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR WHAT WINERIES DO IN CONNECTION WITH THEIR WEBSITE; YOU MUST CONSULT THE WINERY’S WEBSITE FOR ADDITIONAL TERMS, CONDITIONS, OR POLICIES THAT MAY APPLY TO YOUR RELATIONSHIP WITH THE WINERY.

Provision of the Services by Grapexchange. Grapexchange has affiliated legal entities (together with Wineries, “Affiliates”). Sometimes, these Affiliates will provide the Services to you on behalf of Grapexchange. You acknowledge and agree that Affiliates will be entitled to provide the Services to you. You acknowledge and agree that the form and nature of the Services which Grapexchange provides may change from time to time without prior notice to you. You acknowledge and agree that Grapexchange may stop (permanently or temporarily) providing the Services (or any features within the Services) to you, or to users generally, at Grapexchange’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Grapexchange when you stop using the Services. You acknowledge and agree that if Grapexchange disables access to your account, you may be prevented from accessing the Services, your account details or any other content which is contained in your account.

Use of the Services by you. The Services are available to users who are 21 years and older, residents of the United States, and who have not been suspended or removed by Grapexchange. You agree to use the Services for personal use and not for commercial purposes. We are not liable for any damages or losses caused by someone using your account without your permission. However, if Grapexchange suffers any damage due to the unauthorized use of your account, you may be liable. By using the Services, you represent that you qualify to use the Services. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Grapexchange will always be accurate, correct and up to date.

You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law or regulation. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Grapexchange, unless you have been specifically allowed to do so in a separate agreement with Grapexchange. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). Unless you have been specifically permitted to do so in a separate agreement with Grapexchange, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose. You agree that you are solely responsible for (and that Grapexchange has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Grapexchange may suffer) of any such breach.

You agree not to do any of the following while using the Services: (A) Intentionally or knowingly violate any applicable law or regulation, agreement that you are bound by – including this Agreement – nor the rights of any other party; (B) Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities; (C) Exceed authorized access, tamper with, or misuse any part of the Services, Grapexchange computer systems, resources, programming, code or communications capabilities, nor any features or functions thereof; frame or link to the Grapexchange website or any of our other sites, unless permitted in writing by Grapexchange.

Representation of legal drinking age. You represent and warrant that you are at least 21 years old.

Your passwords and account security. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to Grapexchange for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify Grapexchange immediately at info@grapexchange.com

Privacy and your personal information. For information about Grapexchange's data protection practices, please read the privacy policy at www.grapexchange.com/privacy. This policy explains how Grapexchange treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with Grapexchange's privacy policy.

Content in the Services. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services is the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content." You should be aware that all Content may be protected by intellectual property rights which are owned by Grapexchange, Affiliates, or third parties who provide that Content to Grapexchange (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on any Content (either in whole or in part) unless you have been specifically told

that you may do so by Grapexchange or by the owner(s) of that Content, in a separate written agreement.

You acknowledge and agree that Grapexchange (or Grapexchange's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Grapexchange, nothing in the Terms gives you a right to use any of Grapexchange's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. If you have been given an explicit right to use any of these brand features in a separate written agreement with Grapexchange, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms as updated from time to time.

Grapexchange gives you a personal, royalty-free, non-assignable and non-exclusive license to use the Services as provided to you by Grapexchange. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Grapexchange, in the manner permitted by the Terms.

By submitting, posting or displaying any content on or through the Services, you give Grapexchange a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through, the Services. Grapexchange reserves the right at any time to remove any content generated, submitted, posted or displayed by you on or through the Services. You confirm and warrant to Grapexchange that you have all the rights, power and authority necessary to grant the above license.

It is Grapexchange's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

The Services may include hyperlinks to other web sites or content or resources. Grapexchange may enable you to sign into the Services via social networks or access social networks through the Services. If you do so, your use of the social network is governed by such social network's terms and conditions and privacy policies. Grapexchange may have no control over any web sites or resources which are provided by companies or persons other than Grapexchange. You acknowledge and agree that Grapexchange is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources. You acknowledge and agree that Grapexchange is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to Content that may be harmful to minors and those under the legal drinking age (21 years old). Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, SurfWatch, and GuardOne. Grapexchange does not sponsor or endorse any of these companies or their services.

Ending your relationship with Grapexchange. The Terms will continue to apply until terminated by either you or Grapexchange as set out below. If you want to terminate your legal agreement with Grapexchange, you may do so by (a) notifying Grapexchange at any time and (b) closing your account for all of the Services, where Grapexchange has made this option available to you. Grapexchange may at

any time terminate its legal agreement with you for any reason, including without limitation, if: (A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or (B) Grapexchange is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or (C) Grapexchange is transitioning to no longer providing the Services to users in the jurisdiction in which you are resident or from which you use the Service; or (D) the provision of the Services to you by Grapexchange is, in Grapexchange's opinion, no longer commercially viable.

Nothing in this Section shall affect Grapexchange's rights regarding provision of Services under these Terms. When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Grapexchange have benefited from, been subject to (or which have accrued over time while the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the Terms shall continue to apply to such rights, obligations and liabilities indefinitely.

EXCLUSION OF WARRANTIES. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT GRAPEXCHANGE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, GRAPEXCHANGE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

ANY PRODUCTS OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM YOUR USE OF THE SERVICES AND PRODUCTS.

GRAPEXCHANGE MAY MAKE THIRD PARTY WEBSITES AVAILABLE THROUGH THE SERVICES. GRAPEXCHANGE SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU FOR SUCH THIRD PARTY WEBSITES, ANY PRODUCTS SOLD THEREIN AND ANY CLAIMS OR DISPUTES BY YOU REGARDING THESE WEBSITES AND/OR PRODUCTS SHALL BE BROUGHT DIRECTLY TO AND SHALL BE THE RESPONSIBILITY OF, THAT THIRD PARTY PRODUCER OR VENDOR.

GRAPEXCHANGE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRAPEXCHANGE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY CONTENT, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER WHOSE CONTENT APPEARS ON THE SERVICES; (II) ANY CHANGES WHICH GRAPEXCHANGE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (III) YOUR FAILURE TO PROVIDE GRAPEXCHANGE WITH

ACCURATE ACCOUNT INFORMATION; (IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON GRAPEXCHANGE LIABILITY SHALL APPLY WHETHER OR NOT GRAPEXCHANGE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

Changes to the Terms. Grapexchange may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Grapexchange will make a new copy of the Universal Terms available online and any new Additional Terms will be made available to you from within, or through, the affected Services. You understand and agree that if you use the Services after the date on which the Universal Terms or Additional Terms have changed, Grapexchange will treat your use as acceptance of the updated Universal Terms or Additional Terms.

General legal terms. Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms constitute the whole legal agreement between you and Grapexchange and govern your use of the Services (but excluding any services which Grapexchange may provide to you under a separate written agreement), and completely replace any prior agreements between you and Grapexchange in relation to the Services.

You agree that Grapexchange may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

You agree that if Grapexchange does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Grapexchange has the benefit of under any applicable law), this will not be taken to be a formal waiver of Grapexchange's rights and that those rights or remedies will still be available to Grapexchange.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

The Terms, and your relationship with Grapexchange under the Terms, shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any controversy or claim arising out of or relating to these Terms, the Services or the relationship between you and us shall be settled by binding arbitration administered by the American Arbitration Association using the AAA's Commercial Dispute Resolution Procedures and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be specific to you, and as such, you agree that you shall not bring or participate in any action against Grapexchange as part of a class action either in arbitration or in any court. In the event the foregoing is held to be unenforceable by any court, you and Grapexchange agree to submit to the exclusive jurisdiction of the courts located within the State of California to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Grapexchange shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

We reserve the right to cancel and/or terminate any user's account for any violation of the Terms.

Effective Date. These Terms are effective as of: February 1st 2017.