

# TERMS OF SERVICES

Last Updated: February 2022

First of all, let us welcome you to Winery (“Winery”, “we” or “us”) and our website at <https://winery.land/> (the “Site”) and put your trust in our services. Please be aware that these Terms of services govern your use of our services and also are a legal agreement between you and Winery regarding your use of the Site. Please carefully and thoroughly read the following terms before accessing our services. By using the Site, you acknowledge that you have carefully read, fully understood, and totally agree to be bound by the following terms and conditions, including the Winery [Privacy Policy](#) (together, the “Terms”). If you are not eligible as indicated on your terms, or you do not agree to the Terms, then you do not have our permission to use the Site and do not access our site illegally, you will take full responsibility in accordance with any applicable law.

## ELIGIBILITY

You must be at least 18 years of age to use the Site. By agreeing to these Terms, you represent and warrant to us that:

- a. You are at least 18 year old and can take full responsibility of your action;
- b. Your use of the Site complies with any and all applicable laws and regulations, especially any jurisdiction law should it apply to you.

The Service is strictly for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use the Service if we have terminated any account of yours or banned you.

## CHANGES TO THE TERMS

We may need to update these Terms regularly and each time we do so, we will update the “Last update” date above. You will need to review the most recent version of these Terms and remain informed of any changes made. By continuing to use our services after the changed date, you acknowledge that you understand and will comply with our latest Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. For example, if a transaction raises a dispute, the terms which present at the time of the transaction happening would be used to resolve the dispute.

## CHANGES TO THE SITE

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

## **LICENCE**

You may only use the Service as expressly permitted by these Terms. All rights not expressly granted to you are reserved by Winery, our third-party providers and other respective owners, if any.

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- Copy, modify or create derivative works of the Service or any Content;
- Copy, manipulate or aggregate any Content (including data) for the purpose of making it available to any third party;
- Trade, sell, rent, loan, lease or licence any Content or access to the Service, whether commercially or free of charge;
- Use or introduce to the Service any data mining, crawling, "scraping", robot or similar automated or data gathering or extraction method, or manually access, acquire, monitor or copy any portion of the Service, or download or store Content (unless expressly authorised by Winery). Certain data and other information within the Service is available by subscription, or for a fee.
- Make excessive requests or take any actions that interferes with, disrupts or imposes an undue burden on the Service or any server or network connected to the Service or negatively affects the quality or availability of any Content, or speed or functionality of the Service;
- Using a virus, Trojan horse, worm, time bomb or other malware to the Service, or use any device, software or routine to bypass any software or hardware that prohibits volume requests for information or interactions of other users.
- Violate, bypass or circumvent any security measure intended to limit or prevent access to the Website, Content or Service; or otherwise attempt to gain unauthorised access to the Service, any Content or to any computer systems or networks connected to the Service or any Winery server, whether through hacking, password mining, unauthorised use of another's password/credentials or any other means;
- Restrict, inhibit or interfere with the use of the Service by any other user (including by hacking or defacing the Website);
- Introduce or otherwise distribute through the Website any computer program that damages, interferes with, intercepts, collects, releases or discloses any system, data or personal information of ours or any third parties;
- Make use of any of our trademarks, service marks, trade names or logos or those of any third party displayed on the Website; or modify or remove any copyright or other proprietary notice in the Content;
- Use the Website, Content or Services for or in conjunction with any activity that (i) violates any law, statute, ordinance or regulation, (ii) involves proceeds of any unlawful or illegal activity.

Additionally, you acknowledge and agree that you (and not Winery) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, software and services needed for you to access and use the Service, and paying all charges related thereto.

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## **INDEMNITY**

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## **ENFORCEMENT**

The remedies available to Winery in these Terms are cumulative and in addition to any others available to Winery. Winery may seek all remedies available to it at law and in equity for any violation of these Terms. Winery may suspend, terminate or block your access to the Service (in whole or in part) for any violation or suspected



violation as we determine, without notice to you. Your violation of these Terms shall be considered a breach of contract.

We reserve the right, but do not assume any obligation, to investigate any suspected violation of these Terms or any misuse of the Service. In addition, we further reserve the right to report any activity, data or persons to, and otherwise cooperate with: (i) law enforcement authorities; (ii) financial regulators; (iii) system administrators at Internet service providers, networks or computing facilities; and (iv) providers and/or third-party vendors if we suspect that you have violated these Terms or any law, rule or regulation. You acknowledge that such reporting or cooperation may include, without limitation, providing information relating to you and/or your use of the Service, including without limitation your email address, IP address or other identifying information, to law enforcement authorities, financial regulators, third-party providers, vendors or system administrators. Further, we may disclose any information we think necessary to comply with applicable law, regulation, subpoena or other legal process or governmental or regulatory request.

## **GENERAL TERMS**

These Terms (and any other terms or agreements referenced herein, including our Privacy Policy), constitute the entire agreement between you and Winery relating to your use of the Service and supersede all prior or contemporaneous communications, whether electronic, oral or written, between you and Winery with respect to the Service. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and Winery and/or its affiliates as a result of these Terms or use of the Service.

In no event shall Winery be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the

Service or information provided to, or gathered by, us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Service within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by Winery without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

If any provision of these Terms, including, but not limited to, the warranty disclaimers and limitations of liability set forth above, is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provisions in these Terms shall be deemed superseded by valid and enforceable provisions that, to the extent possible, fulfil the business purposes and intent of such invalid and unenforceable provisions.

In addition to and without limiting the preceding paragraph, some jurisdictions may provide rights in addition to those provided in the above "Limitation of Liability" section or do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, the limitations set forth in the above Disclaimer and Limitation of Liability section may not apply to you in whole or in part or there may be state or country specific provisions that supersede such limitations in whole or in part. Any provision of the above Limitation of Liability section that is declared invalid shall be deemed severable and shall not affect the validity or enforceability of the remainder.

Any heading or section title contained herein is for convenience of reference only and shall not affect the meaning or interpretation of these Terms. The terms "include" and "including" are deemed to include the phrase "without limitation" immediately thereafter.