

## Terms and Conditions

This website ("Site") is owned by and operated by ProofLoyalty, Inc ("ProofLoyalty"). The terms, conditions and notices below ("Terms of Use") govern your use of the Site. Your use of and access to the Site is conditional upon your acceptance of these Terms of Use including our Privacy Policy. We reserve the right, in our sole discretion, to modify or update these Terms of Use from time to time with immediate effect. It is your responsibility to review these Terms of Use periodically for updates.

### Permitted Users

The Site is intended to be used and accessed by people who are of legal age to purchase and consume alcohol as well as other items and services. If you are of legal age in your country of residence and the country from which you are accessing the Site, please continue. If you are not, please exit the Site immediately. By continuing, you affirm that you are of legal age to purchase and consume alcohol in the country from which you are accessing the Site.

Attention California residents. Proposition 65 WARNING: Drinking Distilled Spirits, Beer, Coolers, Wine and Other Alcoholic Beverages May Increase Cancer Risk, and During Pregnancy, Can Cause Birth Defects.

### Intellectual Property Protection

The Site, including, without limitation, site layout, "look and feel," functionalities, design, text, images, photographs, graphics, video and audio content ("Materials") are the property of Proof Loyalty or third parties and are protected by copyright, trademark, international treaties and/or other proprietary rights and laws of the U.S. and other countries. You may not publish, copy, display, distribute, transmit, perform, modify, create derivative works from, frame or sell any Materials, information, products, or services obtained from the Site without prior written consent from ProofLoyalty, and/or as described in these Terms of Use. We retain all right, title, and interest to the Materials. You agree to abide by all applicable copyright, trademark, and other laws, as well as any additional copyright notices or restrictions contained in the Site. All trademarks, service marks, trade names, trade dress, logos, designs, and sounds associated with the Site are owned by ProofLoyalty, its affiliates, or third-party trademark owners. Except as permitted by applicable laws, you are prohibited from using any of the marks appearing on the Site without express written consent from the respective trademark owners.

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You may not use any computer program tools including, but not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic device, program, algorithm or methodology, or any similar or equivalent manual process ("Tools") to access, acquire, copy or monitor any portion of the Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain materials, documents or information through any means not purposely made available through the Site. Tools that use the Site shall be considered agents of the individual(s) who control or author them.

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#### User Comments, Feedback, and Other Submissions

All comments, feedback, ratings, suggestions, ideas, and other submissions disclosed, submitted or offered to ProofLoyalty on or by the Site or otherwise disclosed, submitted or offered in connection with your use of the Site (collectively, "Comments") shall become and remain the property of ProofLoyalty. Such disclosure, submission or offer of any Comments shall constitute an assignment to ProofLoyalty of all rights, titles and interests in all copyrights and other intellectual properties in the Comments. Thus, we will own exclusively all such rights, titles, and interests and shall not be limited in any way in our use, commercial or otherwise, of any Comments. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any Comments or communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. If you transmit any ideas, concepts, materials or other communications to the Site, you accept that it may be used by us without compensation in any manner whatsoever, including without limitation reproduction, transmission, publication, marketing, product development, etc.

We are and shall be under no obligation: (1) to maintain any Comments in confidence, (2) to pay to user any compensation for any Comments, or (3) to respond to any user Comments. You agree that Comments submitted by you to the Site will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. You further agree that Comments submitted by you to the Site will not be or contain libelous or otherwise unlawful, abusive, vulgar, obscene, defamatory, harassing, threatening or obscene material. Furthermore, you will not: (1) make any bigoted, hateful, or racially offensive statements, (2) advocate illegal activity or discuss illegal activities with the intent to commit them, (3) post or distribute any chain letters, spam or software or other materials that contain a virus or other harmful component, (4) post advertisements or solicitations of business, (5) impersonate another person, (6) submit any materials that contain viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or (7) attempt to gain unauthorized access to the accounts, computer systems or networks connected to the Site through hacking, password mining or any other means. We reserve the right to deny the publishing of Comments, to remove Comments, and/or to terminate your access for uploading Comments in its sole discretion at any time, without prior notice and at our sole discretion.

You understand that when using the Site, you will be exposed to Comments from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Comments. You further understand and acknowledge that you may be exposed to Comments that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against ProofLoyalty with respect thereto, and agree to indemnify and hold ProofLoyalty, its affiliates and subsidiaries harmless to the fullest extent allowed by law regarding all matters related to your use of the Site. We do not endorse any Comments, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Comments.

We will fully cooperate, including but not limited to, maintaining and disclosing any Comments that you provide in connection with the Site, disclosing your identity or helping to identify you, with any applicable law or regulation, law enforcement authorities, court order or governmental authority.

#### Membership, Password, and Security

Your use of the Site may require you to register with ProofLoyalty. To register you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. When you register, you will choose a username and password. You are entirely responsible for maintaining the confidentiality of your username and password and are responsible for all activity under your username and password. You may not use anyone else's username or password and you must not permit others to use your username or password. Your

access to the Site is limited to one user session; concurrent sessions using an identical username and password combination are prohibited. You agree to notify ProofLoyalty immediately of any unauthorized use of your username and/or password or any other breach of these Terms of Use or the security of the Site. We will not be liable for any loss that you may incur as a result of the misuse of a password or account, either with or without your knowledge.

#### On-Line Stores; Promotions

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including but not limited to contests, sweepstakes, invitations, or other similar features (each an "Application"), all of which additional terms and conditions are made a part of these Terms of Use by this reference. You agree to abide by such Application terms and conditions. If there is a conflict between these Terms of Use and the terms of the Application, the terms of the Application will control as relating to the Application.

#### Privacy Policy

Personal Information collected from you through use of the Site is subject to ProofLoyalty's Privacy Policy. For more information, see ProofLoyalty's Privacy Policy.

#### Linking to Third Party Sites from the Site

The Site may contain links to other websites or resources ("Linked Sites"). Hyperlinks to other Internet resources are provided for your convenience. You acknowledge and agree that ProofLoyalty is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Linked Sites or resources and shall not be liable, directly or indirectly, for any damage or loss caused by the use or reliance on such Linked Sites. You access, use, and rely upon such Linked Sites at your own risk.

#### Linking to the Site from Third Party Sites

Any linking to areas of the Site other than the homepage is strictly prohibited without prior written consent by ProofLoyalty. At any time, even after written consent is granted, we reserve the right to object to or request removal or correction of any link that is we determine in our sole judgment to be inappropriate or inconsistent with the Site's image and reputation. You shall not and shall not authorize any other person to co-brand the Site or portion thereof or frame the Site or portion thereof (whereby the Site or portion thereof will appear on the same screen with a portion of another site). "Co-branding" means to display a name, logo, trademark, or other means of attribution or

identification of any party in such a manner reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Site or Material accessible through the Site. You agree and acknowledge that we must grant written consent before deep-linking, framing, co-branding, or other activity impacting the access to or the use of the Site is performed. Failure to obtain such consent may result in an infringement claim or other legal action being brought. You agree to cooperate with ProofLoyalty in causing any unauthorized deep-linking, framing, co-branding, or other activity impacting the access to or the use of our Site to immediately cease.

#### Disclaimer of Warranties

YOU AGREE AND ACKNOWLEDGE THAT NEITHER PROOFLOYALTY, NOR ANY THIRD-PARTY CONTENT PROVIDERS, MAKES ANY WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION: THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS IN THE SITE WILL BE CORRECTED; THAT THE SITE, INCLUDING THE SERVER THAT MAKES IT AVAILABLE, IS FREE OF INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES; AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MATERIALS ON THE SITE; OR AS TO THE ACCURACY, RELIABILITY, AVAILABILITY, SUITABILITY, QUALITY, OR OPERATION OF ANY INFORMATION, SOFTWARE, OR SERVICE PROVIDED ON OR ACCESSIBLE FROM THE SITE OR AS TO ANY INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET IN ANY WAY. IN ADDITION, PROOFLOYALTY DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF THE INTERNET. WE PROVIDE THE SITE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF THE SITE, THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT OR MATERIALS INCLUDED ON THE SITE, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. YOU AGREE THAT PROOFLOYALTY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. YOU AGREE THAT PROOFLOYALTY IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROOFLOYALTY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

#### Limitation of Liability

IN NO EVENT SHALL PROOFLOYALTY, ITS AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER AGENTS, CONSULTANTS, OR CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL (INCLUDING LOSS OR REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES), INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, AUTHORIZED USE, PERFORMANCE, OR NONPERFORMANCE OF THE SITE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF PROOFLOYALTY WAS PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### Indemnification

You agree to defend, indemnify and hold ProofLoyalty and its affiliates, related companies, directors, officers, employees, shareholders, successors or heirs (the "Protected Entities") harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, or your breach or violation of the law or of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

#### Termination

You agree that ProofLoyalty, in its sole discretion and without notice, may terminate your password, account (or any part thereof) or access to or use of the Site or any portion thereof, and remove and discard any content within the Site, at any time and for any reason, including, without limitation, if ProofLoyalty believes that you have violated or acted inconsistently with these Terms of Use. ProofLoyalty reserves the right to prohibit or restrict access to the Site to anyone at any time, with or without cause. ProofLoyalty may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, temporarily or permanently, without notice, at any time, for any reason. You agree that ProofLoyalty shall not be liable to you or any third party for any termination of your access to the Site or for any modification, suspension or discontinuation of the Site.

#### Copyright Agent

If you believe that there is any content on the Site that infringes your copyrighted work, please provide the following information to our Copyright Agent named below:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on this Site;
- your address, telephone number and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement can be reached at: info@ProofLoyalty, or 415.297.0084.

## General

These Terms of Use are governed by the laws of the United States and California without giving effect to any principles of conflicts of laws. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in the state of California, U.S.A. in all disputes arising out of or relating to the use the Site.

Notwithstanding the foregoing, the Site may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or services do not imply that they are appropriate or available to all persons of legal purchasing age in all locations, or that ProofLoyalty intends to make such products or services available in such countries. Any offer for any product, feature, service made on the Site is void where prohibited. Your information will be transferred to ProofLoyalty, located in the State of California, United States, which location may be outside of your own country, and by providing ProofLoyalty with your information, you are consenting to such transfer. Although ProofLoyalty will use all reasonable efforts to safeguard the confidentiality of any personal information collected, ProofLoyalty will not be liable for disclosure of personal information obtained due to errors in transmission or the unauthorized acts of third parties.

## ProofLoyalty Wine Sales Terms and Conditions

Please read the following carefully:

### Acceptance

By clicking on this web page, you acknowledge and agree that you have read these Terms and Conditions (the "Terms"), understand them, and agree to be legally bound by them. Your acceptance of these Terms creates a binding contract governing the terms of your membership in the ProofLoyalty Wine Club (the "Club") and no other statements, representations, materials or related information will alter or amend these Terms, except as specifically referenced in these Terms and such revisions to these Terms instituted by ProofLoyalty, Inc dba ProofLoyalty, ("ProofLoyalty") as in accordance with these Terms.

### Shipping and Returns

Pursuant to your membership in the Club, ProofLoyalty will ship to you wine selections of their choosing based on your membership level (the "Club Shipment") during certain months (each referred to hereinafter as a "Club Month").

Shipping costs will vary by state and location and may be changed by ProofLoyalty from time to time. In addition, due to the ever-changing nature of alcohol and other wine related laws, ProofLoyalty may, from time to time, be advised that it is not able to complete delivery of a wine or ship wine to you. If ProofLoyalty is unable to ship your wine to you, ProofLoyalty will offer you the option to change your delivery address. If that is not agreeable, you may cancel your membership in accordance with Section 5, and you may receive a refund of any paid for wine that ProofLoyalty was not able to ship to you based on such a change in laws.

There is no available return or exchange for shipped wines except as set forth in this paragraph. If your wine, at the time of delivery, is received damaged, spoiled or otherwise defective, you may contact us regarding the damage and ProofLoyalty may, in its discretion and based on the particular conditions of each such circumstance, send a replacement in exchange at no additional cost, which is your sole and exclusive remedy for damaged or defective product. You must contact ProofLoyalty by phone 415 297 0084 or by [info@proofloyalty.com](mailto:info@proofloyalty.com) within seventy-two hours of delivery to report broken, corked or otherwise damaged products to request an exchange.

During times of inclement weather, extreme heat, or extreme cold, ProofLoyalty reserves the right to delay shipments until conditions improve. Please be advised that ProofLoyalty is not responsible for items damaged due to extreme weather conditions.

### Billing

By accepting the Terms, you authorize ProofLoyalty to charge the credit card, in advance of a Club Month. It is your obligation to update any changes to your credit card information online in the account section of this website, or by phone xxx-xxx-xxx at least 5 business days prior to this billing. In addition, any delivery or billing address changes must be made in writing to the account section of this website, or at [info@proofloyalty.com](mailto:info@proofloyalty.com) or phone 415 297 0084 at least 5 days prior to this billing. If you do not comply, ProofLoyalty is not responsible for any Club charges or shipping charges incurred due to misdirected or returned Club Shipments or changes made after the deadline.

Club Shipment purchases, tax and shipping are non-refundable once they have been processed. Costs may change without notice.

### Cancellation

If you wish to cancel your membership, you must let ProofLoyalty know in writing to [info@proofloyalty.com](mailto:info@proofloyalty.com) at least fourteen days before the end of the month preceding the Shipment Month for which your cancellation is to be effective, and any fees already charged for any membership, including any quarterly fees, are non-refundable.

ProofLoyalty may cancel your membership and refuse any and all current or future use of ProofLoyalty' services, or any portion thereof, (1) in order to comply with applicable laws, (2) if you provide any information that ProofLoyalty determines, in its sole discretion, to be untrue, inaccurate, not current or incomplete (or if the information becomes untrue, inaccurate, not current or incomplete), (3) if ProofLoyalty determines, in its sole discretion, that you are using your ProofLoyalty membership in a manner not permitted by these Terms, or (4) in other circumstances, as ProofLoyalty deems appropriate in its sole discretion.

### Personal Information

ProofLoyalty requires certain personal information from you to verify and administer your Club membership, and you agree that you have freely provided that information. Your personal information is governed by our Privacy Policy.

### 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 in connection with your Club membership. Accordingly, you agree that you will be solely responsible to ProofLoyalty 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 ProofLoyalty immediately at 415 297 0084 or [info@proofloyalty.com](mailto:info@proofloyalty.com).

If you are located within the European Union or other jurisdictions with laws governing data storage or processing that are different from United States laws, please be aware that we may transfer information to a country that does not have the same laws. By clicking, and using the Site, you expressly consent to: (1) the transfer of information to the U.S. or any other country in which ProofLoyalty (or its affiliates) or their respective service providers need to process your personal information; and (2) the use and disclosure of information about you as described in our Privacy Policy.

#### Disclaimer

YOU UNDERSTAND AND AGREE THAT YOUR MEMBERSHIP IN THE CLUB, THE GOODS AND SERVICES PROVIDED BY PROOFLOYALTY AND ALL OTHER BENEFITS RELATED TO THE CLUB ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. PROOFLOYALTY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. PROOFLOYALTY WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR RELATED TO YOUR MEMBERSHIP IN THE CLUB OR ANY GOODS, SERVICES OR BENEFITS YOU RECEIVE OR FAIL TO RECEIVE FROM THE CLUB, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT PROOFLOYALTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

By joining the Club, you agree to defend, indemnify, and hold harmless ProofLoyalty and its affiliates, and their respective owners, officers, directors, employees, representatives and agents, from and against any and all losses, claims, damages, costs and expenses related to your misrepresentation as to any information provided to the Club, your breach of any of these Terms or any misuse of any goods, services or other benefits of Club membership.

#### Legal Compliance

Member benefits are non-transferable.

All goods, services and benefits provided by ProofLoyalty, including wines, are only provided and/or shipped to such states in which ProofLoyalty is licensed to provide such goods, services and benefits. Membership in the Club is void where prohibited, and by joining the Club, you represent that your membership in the Club and receipt and use of any goods, services or other items received through the Club does not and will not violate any applicable law or regulation. You agree to comply with all applicable laws, rules and regulations, including without limitation, laws governing the possession and use of wine and alcoholic beverages. If any product is requested to be provided in or

shipped to any state where ProofLoyalty is not appropriately licensed, ProofLoyalty can refuse such shipment. Wines will be provided or delivered only to persons who are at least 21 years old. In joining the Club, you represent to ProofLoyalty that you are at least 21 years old and the person to whom delivery of any wine will be made. When your wine is picked up or delivered, the person receiving the product will be required to show identification proving Club membership and that he or she is at least 21 years old. Wines provided or delivered by the Club are not for resale and are for personal consumption only. ProofLoyalty has the right to terminate or suspend the Club, or your membership in the Club, at any time and for any reason whatsoever, including, without limitation, following a change in law.

#### Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or related to these Terms, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to these Terms or the ProofLoyalty site shall be instituted exclusively in the courts located in Marin County, CA, U.S.A. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### Modifications

We may, at any time, revise or modify these Terms or impose new conditions for use of the ProofLoyalty sites. Such changes shall be effective immediately upon notice to you, which may be given by any means including, without limitation, posting on the ProofLoyalty site. Any use of a ProofLoyalty site or receipt of a Club Shipment by you after such notice shall be deemed to constitute acceptance of such changes.

These Terms of Use were last modified on 08/2019

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