

Legal Notice

Vin Room and VR Management Ltd

Terms and Conditions of Use of Website

The following terms and conditions govern your use of www.vinroom.com and www.vinroom.ca (the "Website") which are owned by VR Management Ltd ("VR"). VR reserves the right to change Terms and Conditions of Use on the Website, and you are advised to review the Website regularly for any changes. These Terms and Conditions of Use were last updated on Nov 1, 2013. These Terms and Conditions of Use, as may be changed from time to time, also constitute part of the Customer Agreement as may be changed from time to time. In any event, you agree that by accessing and using the Website you are bound by these terms and conditions as may be changed from time to time.

Registration Obligation

If you choose to register with VR for the purchase of goods and/or for the Loyalty Card Program, you agree to : a) provide online true and complete information about yourself; and b) maintain and promptly update online information about yourself to keep it true, current, and complete.

Copyright, Ownership, and Use of Intellectual Property

The materials (the "Materials") contained in the Website including, without limitation, information, videos, software, photos, graphics, Loyalty Club benefits and reports and sound are owned by, and protected by copyrights and other proprietary rights in favor of and third parties. All rights reserved. You shall not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit or use the Materials, in whole or in part without the prior written consent of Vin Room. You may print, in hard copy, portions of the Website only for the purpose of your own use.

Trade-Marks

VR logos are official marks, trade marks or trade names of VR Management Ltd. Nothing in this Agreement or on the Website shall be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any of the marks or names or any other intellectual property right of Vin Room. The names of other companies, products, and other services referred to on the Website may be trade-marks or trade-names of their respective owners. Any use of the trade-marks or trade-names of VR or of third parties without the prior written consent of the applicable party is strictly prohibited.

Compliance with Laws

In addition to complying with these Terms and Conditions of Use, you agree to use the Website and Materials for lawful purposes only and in a manner consistent with local, national or

international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

Potential users of the Website, in any jurisdiction of the world whose laws (common, statutory, regulatory or codified) would i) void these Terms and Conditions of Use in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or ii) render accessing the Website illegal, are unauthorized to use the Website.

Indemnity

You agree to indemnify, defend and hold VR harmless from and against any and all claims, liabilities, damages, demands, suits, actions, losses or expenses (including all legal fees) (collectively "Claims") arising out of:

- a. your infringement of any VR or third party official mark, trade-mark, trade secret, copyright, patent or other intellectual property rights and from any Claims which may arise, now or in the future as a result of your use of the Website;
- b. any act or omission by you, your employees or agents which results in i) loss, damage, interference with or disruption to the Website; ii) use of the Website for any illegal purpose; or iii) use of the Website to achieve any unauthorized or prohibited access to computer systems and data;
- c. your use of the Website; and
- d. your breach of any of these Terms of Use, the Terms and Conditions of Sale, the Privacy Policy and Security Statement of the Customer Agreement or any rule, regulation, guideline or policy of VR as may be established and changed from time to time and posted on the Website.

Disclaimers

YOU UNDERSTAND AND AGREE THAT:

- a. Use of the Website is at your sole risk. The website is provided strictly on an "as is", "as available" basis. VR does not warrant, represent, guarantee or covenant that the Website will be uninterrupted or error free; nor does VR make any guarantee, warranty, representation or covenant as to the results that may be obtained from the use of the Website or as to the accuracy, reliability or content of any information or service on the Website. VR will not be responsible for your inability to execute a transaction or obtain goods related to any such transaction, for whatever reason.
- b. The downloading of Materials from the Website is done at your own risk. VR does not at any represent, covenant, guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. You are responsible for implementing safeguards to protect your computer system and data and you are responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of the Website.

Limitations

In no event shall VR be liable to you for any direct, indirect, consequential, incidental, special, compensatory or punitive damages or losses, or damages for loss of income, loss of business profits, business interruption, loss of data or business information, or loss of or damage to property, or claims of third parties, or other pecuniary loss, arising out of or related to this Agreement, the use of the Website, the use of any other site or page accessible from the Website or the Acquisition or use of any goods purchased through the Website or through reports accessed from the Website. In no event will the cumulative liability of VR arising out of or related to this Agreement or to any such use or acquisition exceed the replacement cost of any such goods. To the extent that some jurisdictions do not allow exclusions or limitations on some categories of damages, these exclusions or limitations may not apply to you.

The foregoing disclaimers and limitations of liability apply regardless of the causes, circumstances, or form of action giving rise to the loss, damage, claim or liability, even if such loss, damage, claim or liability is based upon breach of contract (including, without limitation, a claim of fundamental breach or breach of a fundamental term), tort (including, without limitation, negligence), strict liability or any other legal or equitable theory, and even if advised of the possibility of the loss, damage, delay, claim or liability.

Privacy Policy and Security Statement

VR is committed to protecting the privacy and confidentiality of its customers' personal information. This Privacy Policy and Security Statement explain how VR will ensure the confidentiality and privacy of the personal information you will furnish to VR.

Collection of Personal Information

All personal information collected on the VR websites www.vinroom.com and www.vinroom.ca (the "Website") is collected when you voluntarily provide it. Personal information about you is collected when you register to be a user on the Website, register to be a VR Loyalty Club Member or when you purchase goods from Vin Room. Such information may include your name, address, email address, payment/credit card information, password, quantity or name of wine and food purchases, feedback on wine and food tastings. From time to time, you may choose to provide further information by responding to customer surveys.

VR may also collect information about your uses of the Website through the use of "cookies". Cookies are small data files that are sent to your browser and stored on your computer's hard drive when you visit certain websites, thereby "tracking" use of the Website. Some browsers can be set to reject all cookies; if you choose to modify your browser in this matter, some pages of the Website may not function properly. VR uses the information generated through the use of cookies to, for example, estimate the number of people who are using the Website, to track the pages of the Website that are being visited and generally to track trends and patterns. This information tells VR about user interests and behaviors, which can, in turn, be used to design and target advertising and promotions. This information may be disclosed to third parties but no personal information will be disclosed.

Use of Personal Information

VR uses personal information about you and your use of the Website to:

- ≡ Process, verify and deliver your orders;
- ≡ Better understand your product preferences;
- ≡ Track and analyze trends and patterns;
- ≡ Administer ballots for contests, draws and raffles;
- ≡ Conduct information and education programs such as customized tastings and wine appreciation evenings
- ≡ Create customized events based on customer preferences and trends
- ≡ Comply with any legal and regulatory requirements.
- ≡ Provide invitations to special events
- ≡ Provide specific targeted events and promotions for VR Loyalty Card members which may include but is not limited to, wine tasting events, promotions, discounts, and offers

Your personal information will not be used to place you on any third party mailing lists nor will your personal information be released to any third party, except as you may specifically authorize, or except as may be authorized by law.

VR may also use your personal information to create aggregated information that does not allow you to be personally identified or contacted. Rather than showing individual activity or trends, aggregated information shows user behavior as a whole. Aggregated information is used in order to market and promote the Website and create special events and promotions with our business partners and may be disclosed to third parties.

How your information is secured and protected

When you provide VR with personal information such as your name, credit card number, etc., it is done on a secure server. One of today's most advanced security systems- Secure Socket Layers (SSL) encrypts all information you provide before sending it to VR's own server.

Recognizing that your privacy is important to us, VR employs technical security measures to protect your personal information. However, no transmission over the Internet can be guaranteed to be complete secure. Consequently, VR does not represent, warrant, covenant, or guarantee the complete security of the personal information you provide to VR and does not accept any liability for personal information submitted to VR which is misappropriated, inadvertently disclosed, misused, lost or altered despite the security measures which VR employs or as a result of your or third parties' use or misuse of personal information provided to or accessed through the Website.

Consent and Disclosure

Your consent to our collection from, verification with, communication to, any third party and our use of , your personal information for these purposes. VR will keep your personal information for as long as it remains necessary for the identified purposes or as required by law and your consent remains valid after the termination of our relationship with you.

You agree that VR may disclose your personal information to i) any person who, in our reasonable judgment, is seeking personal information as your agent; ii) a person involved directly or indirectly in supplying the goods to you to the extent the personal information is

required and used only for such purposes; or iii) a person retained by VR to enforce our legal rights against you, if the personal information is required for, and is used for that purpose.

Contacting Us

If you have any questions or concerns about our Privacy Policy and Security statement, you can reach us at info@vinroom.com