

TERMS OF USE

These Terms of Use (the “**Terms**”)—together with the other documents referenced and linked below (collectively, the “**Agreement**”)—describe your rights and responsibilities concerning your receipt of online services, offered by Vanessa Vineyard Estate Winery Inc. (“**Vanessa Vineyard**”), including via the vanessavineyard.com website (collectively, the “**Services**”).

Your use of the Services, including through a visit of the www.vanessavineyard.com website, (the “**Website**”) constitutes your acceptance of the Agreement. Therefore, please take the time to review them carefully.

If you do not agree with some or all of these terms and you are not 19 years of age or older, do not use the Website.

1. Operator and Provider

The Services are provided by Vanessa Vineyard. Vanessa Vineyard can be contacted at, 920-475 West Georgia Street, Vancouver, British Columbia, Canada V6B 4M9. Questions about our Services, or regarding your rights and responsibilities under this Agreement, can be directed to info@vanessavineyard.com or to 604-689-3800. In this Agreement, the terms “we”, “our” and “us” refer to Vanessa Vineyards.

2. Modifications and Updates to These Terms and Conditions

We reserve the right to unilaterally update or modify (collectively “change”) this Agreement at any time and from time to time. We will notify you of any changes to this Agreement by posting notice of such changes on the Website. You agree that we have this right, and that your continued use of the Services following notice of such change means that you agree to and accept the amendments. If you do not agree, you must immediately stop using the Services.

3. Use and Accuracy of Information

Although Vanessa Vineyard uses reasonable commercial efforts to ensure that the information contained on the Website is accurate, Vanessa Vineyard does not warrant or make any representation regarding the accuracy or completeness of any information or data provided on the Website. Information contained on the Website, including information relating to pricing and availability of wines is approximate only and is subject to change at any time and in any manner whatsoever.

4. Other Terms

You understand and acknowledge that your use of the Services is also governed by the Vanessa Vineyard Privacy Policy and the Vanessa Vineyard Terms of Purchase, which you have read and understand, and to which you agree. You consent to the collection, use and disclosure of your personal information by us and/or third parties in accordance with the terms of and for the purposes set forth in our Privacy Policy (and in the case of third parties, in their privacy policies), and you agree that the terms of our Privacy Policy are reasonable.

5. Eligibility

You hereby represent and warrant that, and you use the Services and the Website only if, you:

- (a) you are 19 years of age or older;
- (b) you are resident in British Columbia; and
- (c) can lawfully enter into and form contracts in accordance with local laws.

Notwithstanding anything else contained herein, we reserve the right to refuse to provide Services or access to the Website, to anyone at any time for any reason, without any notice or liability.

6. Account Access and Security

If you sign up for an account on this Website, you are entirely responsible for maintaining the confidentiality of your account and password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You shall notify Vanessa Vineyards immediately of any unauthorized use of your account. Vanessa Vineyards will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you may be held liable for losses incurred by Vanessa Vineyards or another party due to someone else using your account or password. You may not use anyone else's account at any time. We reserve the right to terminate your account for any reason whatsoever without notice to you. In the event that access to your account is terminated, Vanessa Vineyard shall not be liable to you or any third party for termination of your account.

7. Ownership

All of the content on or made available via the Website, including without limitation all of the page headers, images, illustrations, graphics, audio clips, video clips, multimedia clips, interfaces and text (collectively "**Material**") is the property of us or our licensors—as are all related trade-mark, copyright, patent and/or other intellectual property rights.

The Material is protected under copyright, trade-mark and other laws of Canada and other countries, and Vanessa Vineyard owns all copyright in the selection, co-ordination, arrangement and enhancement of the Material.

Vanessa Vineyard is a trade-mark and/or trade name of Vanessa Vineyard. All other company names, brand names, trade-marks and logos are the property of their respective owners. No part of the Services will be construed as granting any license or right to use any trade-marks (whether by implication or otherwise), including our trade-marks, except with the express written permission of us or such other party that may be the owner thereof.

8. Permitted Use of the Website; Prohibitions

In using the Services, you will at all times act reasonably, and in good faith.

You may download, print and store selected portions of the Material provided that you: (a) only use these copies of the Material for your own personal, non-commercial use; (b) do not copy or post the Material on any network computer, or broadcast or redistribute the Material in any media or through any other channel; (c) do not modify or alter the Material in any way; and (d) do not delete, obscure or change any copyright, trade-mark or other proprietary notice contained in the Material.

Any use of any of the Material (whether in whole or in part) is strictly prohibited, except only and to the limited extent expressly permitted above. Without limiting the foregoing, you must not frame, mirror, scrape, or mine any of the Material except with our prior written consent. You may not use any robot, spider, other automatic device or manual process to monitor or copy web pages or the Material. You may not, whether directly or indirectly, use any device, software or routine or otherwise interfere or attempt to interfere with the proper working of the Website. You will not take any action that places a disproportionately large load on the infrastructure of the Website.

You must not submit, publish or otherwise disseminate to Vanessa Vineyard or through the Website anything which: (a) defames, libels or invades the privacy of any person; (b) is obscene, pornographic, abusive or threatening; (c) infringes on any intellectual property or other rights of any person or entity; (d) has contaminating or destructive properties (i.e. software viruses); (e) violates any law; (f) advocates or describes any illegal activity; or (g) advertises or solicits funds for goods or services. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

9. Links

The Website may contain links to other web sites. These links are provided solely as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by Vanessa Vineyard of the linked web site or information contained therein. Your use of such sites and your dealings with the owners or operators thereof are at your own risk.

10. Errors and Inaccuracies; Corrections

The Website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior or any notice to you.

All Material is provided "as is", "where is", "as available", without representations or warranties of any kind. TO THE FULL EXTENT PERMITTED BY LAW, VANESSA VINEYARD, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS AND SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, ITS CONTENTS AND ALL SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Without limiting the foregoing, we do not represent or warrant that the Material is accurate, complete, reliable, useful, timely or current or that the Website will operate without interruption or error, or that the products purchased from the Website will meet your expectations. We assume no responsibility, and are not liable for, any damages to your computer equipment, data or other property on account of your access to, use of, or browsing on the Website or your downloading of any Material, or inability to do any of the foregoing.

11. Limitation of Liability

Your use of this Website is undertaken at your own risk. Under no circumstances will Vanessa Vineyard, our affiliates or agents be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to or use of this Website, your reliance on any Material, any use of products offered on the Website or any consequences flowing therefrom. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS OR FAILURE TO REALIZE ANTICIPATED BENEFITS), WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

If you are dissatisfied with the Website, any Material, any products sold on the Website or with this Agreement, your sole and exclusive remedy is to discontinue using the Website and/or cease using our products.

12. Indemnification

You agree to indemnify and save harmless Vanessa Vineyard, our affiliates, and their respective directors, officers, agents, members and suppliers (in this section, "we" and "us") from and against any claim, cause of action, demand, cost, loss, expense or liability (including without limitation reasonable professional fees) brought against or suffered or incurred by us as a result of your use of the Website, use of any products sold on the Website or your breach of this Agreement. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. In addition, in the event we are made a party to any claim, suit or action relating to or arising from any services offered by us that is: (a) initiated by you, which is unsuccessful; or (b) initiated by a third party, who is suing you; you will reimburse us at a reasonable rate for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response. This defence and indemnification obligation will survive termination of this Agreement and your cessation of use of the Website.

13. Governing Law and Courts; Timing of Claims

This Agreement and your use of the Services (including access to the Website) will be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable in British Columbia, excluding its conflict of laws rules and all private international laws. You consent and submit to the exclusive jurisdiction of the Courts located in the Province of British Columbia in all disputes arising out of or relating to your use of or inability to use the Services and this Agreement. However, you agree that nothing herein precludes Vanessa Vineyard's application for injunctive remedies or other urgent legal relief in any jurisdiction.

14. Force Majeure

Vanessa Vineyard shall be excused from performance under the Terms of Use if Vanessa Vineyard is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement under this Terms of Use by reason of: (a) any provision of any present or future law or regulation, (b) any act or omission of a third party, or (c) any act of God, emergency condition, war, computer or telecommunications or other technological failure or other circumstance beyond the control of Vanessa Vineyard.

15. Severability

The terms of this Agreement are severable. If any provision of this Agreement is determined to be unenforceable or invalid, then such provision will be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions.

16. Notices

Vanessa Vineyard may provide notifications (whether required by law, for authorized marketing or business related purposes) to you via email notice or through conspicuous posting of such notice on the Website, as we may determine in our sole discretion.

17. Waiver

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

18. Enurement

The provisions of this Agreement will enure to the benefit of and be binding upon each of Vanessa Vineyard and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without our express prior written consent which may be withheld in our sole discretion. We may assign this Agreement and its rights and obligations under this Agreement without your consent or notice to you.

19. Survival

The provisions of Sections 7 and 8 and Sections 10-20 will survive termination of the Agreement, howsoever occasioned.

20. Entire Agreement

This Agreement, together with those documents incorporated or referred to herein, constitute the entire agreement between you and us relating to your use of the Services and Material, and supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and cannot be amended or modified except by our express and explicit agreement to modify this Agreement in writing, or by us making such amendments or modifications available to you pursuant to a modification of this Agreement as permitted herein. No Vanessa Vineyard employee or agent has the authority to vary this Agreement. In the event of a conflict between the provisions of the Terms of Use and the provisions of any other document or agreement incorporated or referenced herein, these Terms of Use will govern to the extent of the inconsistency.