



## TERM OF USE

### **1. General**

- 1.1. This website is owned and operated by Vinum Pte Ltd (Vinum Fine Wines) (hereinafter "Vinum"). By accessing and using any part of this website, you unconditionally agree and accept to be legally bound by these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you may choose not to use this website.
- 1.2. In case of any violation of these Terms and Conditions of Use, VINUM reserves the right to seek all remedies available under the law and in equity for such violations. These Terms and Conditions of Use apply to all visits to this website, presently and in the future.
- 1.3. VINUM reserves the right to change these Terms and Conditions of Use from time to time at its sole discretion.
- 1.4. All changes will be posted on this page, and your use of this website after such changes have been posted will constitute your agreement to the modified Terms and Conditions of Use and all of the changes. Therefore, we strongly encourage you to read this page carefully each time you visit this website.

### **2. Proprietary Rights**

- 2.1. The materials located on this website, including the information as well as any software programs available on or through this website ("the Contents"), are protected by copyright, trademark and other forms of proprietary rights. All rights, title and interest in the Contents are owned by, licensed to or controlled by VINUM.

### **3. Contents**

- 3.1. Except as otherwise provided in these Terms and Conditions of Use, the Contents of this website shall not be reproduced, republished, uploaded, posted, transmitted or otherwise distributed in any way, without the prior written permission of VINUM.



## TERM OF USE

- 3.2. You may use, hyperlink, copy and distribute the Contents found on this website solely for personal, internal, non-commercial and informational purposes only, provided that you keep intact all accompanying copyright and other proprietary notices. You may not display, distribute or otherwise use any of the Content found on this website for any commercial purpose unless you receive specific prior written consent from VINUM.
- 3.3. Modification of any of the Contents or use of the Contents for any other purpose will be a violation of VINUM's copyright and other intellectual property rights. Graphics and images on this website are protected by copyright and may not be reproduced or appropriated in any manner without the prior written permission of their respective copyright owners.
- 3.4. The design and layout of this website is protected by intellectual property and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound, image or search engine from this website may be copied or transmitted unless with the prior express permission of VINUM.

#### 4. **Disclaimer of Warranties and Liability**

- 4.1. The Contents of this website are provided on an "as is" basis without warranties of any kind.
- 4.2. VINUM is not responsible for any errors or omissions, or for the results obtained or consequences arising from the use of any of the Contents, or for the authenticity or integrity of any transactions or communications made through this website.
- 4.3. To the fullest extent permitted by law, VINUM does not make any representations or warranties whatsoever and hereby disclaim any and all warranties including express, implied and/or statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including but not limited to the following:



## TERM OF USE

- 4.3.1. Any representations or warranties as to the accuracy, completeness, correctness, reliability, currency, timeliness, non-infringement, title, merchantability, quality or fitness for any particular purpose of the Contents of this website; and
  - 4.3.2. Any representations or warranties that the Contents available through this website or any functions associated therewith will be uninterrupted or error-free, or that defects will be corrected or that this website and the server is and will be free of all viruses and/or other malicious, destructive or corrupting code, program or macro.
- 4.4. VINUM shall also not be liable to you or any third party for any loss, injury, claims, actions, costs, expenses or other damage of any kind, whatsoever and howsoever caused, including but not limited to any direct, indirect, punitive, special or consequential damages, loss of income, revenue or profits, lost or damaged data, or damage to your computer, software, modem, telephone or other property, howsoever caused whether arising directly or indirectly from:
- 4.4.1. your access to or use of this website;
  - 4.4.2. any loss of access to or use of this website, howsoever caused;
  - 4.4.3. any inaccuracy or incompleteness in, or errors or omissions in the transmission of, the Contents;
  - 4.4.4. any delay or interruption in the operation of this website or transmission of the Contents of this website, whether caused by communications failure, Internet access difficulties or malfunctions in equipment or software or otherwise;
  - 4.4.5. any decision made or action taken by you or any third party in reliance on the Contents;
  - 4.4.6. your use of any other password; even if VINUM or its employees are advised of the possibility of such damages, losses, injuries, claims, actions, costs and/or expenses.
- 4.4. Further, VINUM shall not be liable for damages, losses, injuries, claims, actions, costs and/or expenses of any kind arising from its failure or delay in performing



## TERM OF USE

any or all of its obligations if such failure or delay is due to circumstances or causes beyond its reasonable control.

### 5. Indemnity

5.1. You hereby agree to indemnify VINUM and hold VINUM harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by VINUM arising directly or indirectly out of:

5.1.1. your access to or use of this website; or

5.1.2. your breach of any of these Terms and Conditions of Use.

### 6. No Representations

6.1. You agree that the Contents of this website, including but not limited to any information relating to:

6.1.1. VINUM's duties, functions and powers; and

6.1.2. VINUM's policies, frameworks, projects, initiatives, plans, schemes, objectives and instruments,

shall not be construed as constituting any promise or representation by VINUM to you or any third party that VINUM will or will not adopt any particular course of action or confer any particular benefit upon you or any third party. The Contents of this website shall not preclude, limit or constrain VINUM's exercise of its rights, powers and discretion in any way nor compel, require or oblige VINUM to exercise its rights, powers and discretion in any particular manner or to achieve any particular outcome.

6.2. You further agree that you shall not rely on any Contents of this website to claim or assert any form of legitimate expectation against VINUM, whether procedural or substantive in nature, in respect of any action that VINUM may or may not take in the exercise of its discretion as a public authority.



## TERM OF USE

6.3. VINUM reserves the right to change, modify, add to, derogate from or vary its position in respect of any policies, frameworks, projects, initiatives, plans, schemes, objectives and instruments referred to on this website at any time in VINUM's sole and absolute discretion without prior notice to you.

6.4. You shall obtain your own professional and/or legal advice relevant to your particular circumstances and conduct all necessary due diligence, including but not limited to making such other investigations or seeking clarifications as may be appropriate, as regards any decision or action that you intend to take in relation to any matter concerning the Contents of this website. This website may not cover all information available on a particular issue.

### 7. **Right of Access**

7.1. VINUM reserves the right to update or modify this website from time to time.

7.2. VINUM further reserves all rights to deny or restrict access to this website to any particular person, or to block access from a particular Internet address to this website, at any time, without ascribing any reasons whatsoever

7.3. You agree that you will not:

7.3.1. use any robot, spider, other automatic device, or manual process to monitor or copy any pages within this website or the Contents without VINUM's prior written permission;

7.3.2. use any device, software or routine to interfere or attempt to interfere with the proper working of this website; and

7.3.3. take any action that imposes an unreasonable or disproportionately large load on VINUM's servers.



## TERM OF USE

### 8. Hyperlinks to Third Party Sites

- 8.1. This website may contain hyperlinks either presently or in the future to web sites which are neither not maintained nor controlled by VINUM. VINUM shall not be responsible for the content of any hyperlinked website or any hyperlink contained in a hyperlinked web site, or liable for any loss, injury, claims, actions, costs, expenses or other damage arising from access to those websites. Use of the hyperlinks and access to such hyperlinked websites are entirely at your own risk.
- 8.2. All hyperlinks to other websites are provided as a convenience to you as a user of this website. The inclusion of any hyperlink does not imply endorsement by VINUM of such websites. In no circumstances shall VINUM be considered to be associated or affiliated in whatever manner with any trade or service marks, logos, insignia or other devices used or appearing on websites to which this website is hyperlinked.

### 9. Hyperlinks to This Website from Third Party Websites

- 9.1. Except as set forth below, caching and hyperlinks to, and the framing of this website or any of the Contents are prohibited.
- 9.2. You may hyperlink to the Home Page of this website, upon prior notification to VINUM in writing. You must make a specific request for, and secure permission from VINUM prior to hyperlinking to, or framing, this website or any of the Contents, or engaging in similar activities. VINUM reserves the right to impose conditions when permitting any hyperlinking to, or framing of this website or any of the Contents.
- 9.3. Your hyperlinking to, or your framing of this website or any of the Contents constitute acceptance of these Terms and Conditions of Use. This is deemed to be the case even after the posting of any changes or modifications to these Terms and Conditions of Use. If you do not accept these Terms and Conditions



## TERM OF USE

of Use, you must discontinue linking to, or framing of this website or any of the Contents.

- 9.4. In no circumstances shall VINUM be considered to be associated or affiliated in any manner with any trade or service marks, logos, insignia or other devices used or appearing on websites that link to this website or any of the Contents.
- 9.5. VINUM reserves all rights to disable any links to, or frames of any site containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property, proprietary, privacy or publicity rights.
- 9.6. VINUM reserves the right to disable any unauthorised links or frames and disclaim any responsibility for the content available on any other site reached by links to or from this website or any of the Contents.

### **10. Governing Law**

These Terms and Conditions of Use shall be governed and construed in accordance with laws of Singapore.