

TERMS OF USE

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Welcome to www.enjoywine.com.

THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "**TERMS**") ARE A LEGAL CONTRACT BETWEEN YOU AND ENJOY WINE GROUP LIMITED ("**ENJOYWINE**", "**WE**" OR "**US**"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT WWW.ENJOYWINE.COM AS WELL AS ALL ASSOCIATED SITES, ITS SUBSIDIARIES, AND AFFILIATED COMPANIES (COLLECTIVELY, THE "**SITE**"), AND ALL SOFTWARE, SERVICES, OR CONTENT ASSOCIATED WITH THE SITE (COLLECTIVELY, THE "**SERVICES**"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" INCLUDE THE SERVICES AVAILABLE THROUGH THE SITE. BY USING THIS SITE OR THE SERVICES, YOU ARE AGREEING TO ALL OF THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE OR THE SERVICES.

IF YOU ARE USING THE SITE ON BEHALF OF YOUR EMPLOYER, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE WHO HAS THE AUTHORITY TO LEGALLY BIND YOUR EMPLOYER TO THESE TERMS.

The words "you," "your," "user" or "member," whether or not capitalized, as used herein, refer to all individuals and/or entities accessing or using the Site or any Services, for any reason.

WWW.ENJOYWINE.COM

EnjoyWine is a portal that provides our clients with information about the services offered by EnjoyWine. Users may access the Site on a limited basis. Registration is required in order to make purchases on the Site. Upon registration, users will be able to sign up for and pay for public courses, as well as perform other tasks.

ELIGIBILITY

Age. Users must be at least eighteen (18) years old or the age of majority in the jurisdiction in which users reside in order to use the Site and the Services. By using the Site or the Services, you represent, acknowledge and agree that you are at least 18 years of age and have the right, authority and capacity to agree to and abide by these Terms.

Compliance with Applicable Laws. You also represent that you will use the Site and Services in a manner consistent with any and all applicable laws and regulations.

Availability. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by EnjoyWine and/or its affiliates in accordance with controlling law.

Termination. EnjoyWine reserves the right and may refuse to provide Services, terminate your use of the Site, remove user registrations, remove or edit content, without notice if we, in our sole discretion, believe that you have violated the Terms, or for any other reason.

CHANGES.

EnjoyWine may make changes to the content and features of the Site and any Services at any time, with or without notice to you. EnjoyWine can change, update, or add or remove provisions of these Terms, at any time by posting updated Terms at <http://www.EnjoyWine.com>. Except as otherwise provided in this paragraph, these Terms may not be amended. By using this Site and/or the Services after EnjoyWine has updated the Terms or Privacy Policy, you are agreeing to the updated terms; if you do not agree with any of the updated terms, you must stop using the Site and the Services.

GENERAL USE.

EnjoyWine may provide content and Services through the Site that are the copyrighted and/or trademarked work of EnjoyWine or EnjoyWine's third-party licensors, suppliers or other users of the Site (collectively, the "**Materials**"). Materials may include logos, graphics, video, images, software and other content. EnjoyWine hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site and the Services solely for your personal use. Except for the foregoing license, you have no other rights in the Site, the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site, the Services or the Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

PASSWORD-RESTRICTED AREAS OF SITE AND REGISTRATION.

If you desire to register for an account with the EnjoyWine, you must submit certain personal information through the registration page on the Site, including your name and email address, location, and other job-related information. Upon submission of your account registration information, EnjoyWine shall have the right, in its sole discretion, to approve or reject the requested registration.

All information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove certain information from your account by notifying EnjoyWine via email of your desired changes to your account information.

FEES

EnjoyWine reserves the right to modify pricing for public programs at any time, upon notice to users.

Sales and Use Taxes. You are responsible for any and all applicable sales and use taxes incurred in connection with any transactions between you and EnjoyWine, which amounts would be assessed in accordance with the address and other details that you provide when you register, and you authorize EnjoyWine to charge your credit or debit card for any such applicable taxes.

ELECTRONIC COMMUNICATIONS

By using the Site and/or the Services, you consent to receiving electronic communications from EnjoyWine. These electronic communications may include information about EnjoyWine's Services and features of the Site, notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services. These electronic communications are part of your relationship with EnjoyWine. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

PRIVACY POLICY

Please review the EnjoyWine Privacy Policy, which explains how we treat the information that we collect about you through the Site. You agree that we may treat your personal information in accordance with our Privacy Policy, which is incorporated by reference into these Terms.

LINKS TO THIRD PARTY SITES

The Site may be linked to or may link to third party websites and applications that are not operated by EnjoyWine, including, without limitation, social networking, blogging and similar websites through which you may be able to connect using the Site (collectively, "**Third Party Sites**"). EnjoyWine may provide links to the Third Party Sites to you as a convenience. Certain areas of the Site may allow you to interact and/or conduct transactions with such Third Party Sites. You acknowledge and agree that the Third Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than EnjoyWine, and you further acknowledge and

agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third Party Sites. EnjoyWine does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. You agree that EnjoyWine will not, under any circumstances, be responsible or liable, directly or indirectly, for any goods, services, information, resources and/or content available on or through any Third Party Sites and/or third-party communications, or for any harm related thereto or for any damages or loss alleged to be caused by or in connection with your use or reliance on the content or business practices of any third party. Any reference on the Site to any product, service, publications, or organization of any third party entity or individual does not constitute or imply EnjoyWine's endorsement or recommendation.

THIRD PARTY CONTENT.

EnjoyWine disclaims all express, implied and statutory warranties and conditions with regard to Third Party Content, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose and non-infringement.

PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

Trademarks, names and logos on the Site is the property of their respective owners. Unless otherwise specified in these Terms, all information and screens appearing on the Site, including documents, services, design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of EnjoyWine. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

EnjoyWine respects the intellectual property rights of others, and requires that you do the same when using its site or the services it offers. EnjoyWine reserves the right and may, in appropriate circumstances and in its sole discretion, terminate service and/or access to the Site for users who infringe the intellectual property rights of others.

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide the following information to EnjoyWine's designated agent (at the contact information provided below):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online Site are covered by a single notification, a representative list of such works at that Site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit EnjoyWine to locate the material.
- Information reasonably sufficient to permit EnjoyWine to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

EnjoyWine's agent for notice of claims of copyright or trademark infringement on the Site can be reached as follows:

TITUS & CO.,
 20th floor, Shun Ho Tower, 24 - 30 Ice House Street, Central, Hong Kong
 TEL: +852 3702 0045; FAX:+852 3702 0175; EMAIL:INFO@TITUS.COM.HK

Submitting a DMCA Counter-Notification. We will notify you in the event we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to EnjoyWine's designated agent that includes all of the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, mailing address and telephone number.

Feedback. If you send or transmit any communications, comments, questions, suggestions, or related materials to EnjoyWine, whether by letter, email, telephone, or otherwise, suggesting or recommending changes to the Site, any Services or Materials,

including, without limitation, new features or functionality relating thereto (collectively, "**Feedback**"), all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and EnjoyWine is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that EnjoyWine is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

UNAUTHORIZED ACTIVITIES.

When using the Site and/or the Services, you agree not to engage in any illegal, offensive or unauthorized activities, including, but not limited to the following:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Use any false or inaccurate information for purposes of registering as a user of the Site.
- Delete or revise any material or other information of any other user or the Site, or otherwise alter the opinions or comments posted by others on the Site.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Use the Site the Services or the Materials for any commercial or pecuniary purpose.
- Use the Site in any manner that is harmful to others.
- Attempt to modify, adapt, translate, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site, the Services, or the Materials.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.

- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Use the Site in a manner that intentionally or unintentionally violates any applicable local, state, national or international law, or in a manner that is inappropriate, harmful or offensive.

EnjoyWine reserves the right to terminate access to your account, your ability to post to the Site (or use the Services), and refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that EnjoyWine determines, in its sole discretion, is inappropriate or disruptive to the Site or to any other user of the Site and/or Services. EnjoyWine may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. EnjoyWine will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

You agree to indemnify and hold EnjoyWine and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) that EnjoyWine or any other indemnified party may incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your User Content) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

DISCLAIMER OF WARRANTIES.

Your use of the Site and/or the Services is at your own risk. EnjoyWine does not warrant the accuracy or timeliness of the Materials contained on the Site and bears no liability for any errors or omissions in the Materials, whether provided by EnjoyWine, its licensors, suppliers or other users.

EnjoyWine makes no express, implied or statutory representations, warranties, or guarantees in connection with the Site, the Services, or any Materials, relating to the quality, suitability, truth, accuracy or completeness of any information or material contained or presented on the Site, including without limitation the Materials, any User Content and any Third Party Content. Unless otherwise explicitly stated, to the maximum extent permitted by applicable law, the Site, the Services, and Materials, and any information contained or presented on the Site is provided to you on an "as is," "as available" and "where-is" basis with no warranty of implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights.

EnjoyWine tries to keep the Site bug-free, and safe, but you use it at your own risk. EnjoyWine does not provide any warranties against, and will not be liable for, any viruses, spyware or malware that may be installed on your computer.

LIMITATION OF LIABILITY.

ENJOYWINE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE. BY USING THE SITE OR THE SERVICES, YOU AGREE TO FULLY INDEMNIFY ENJOYWINE AGAINST ALL COSTS, EXPENSES, CLAIMS, LOSSES, LIABILITIES OR PROCEEDINGS ARISING FROM YOUR USE OR MISUSE OF THIS SITE.

IN NO EVENT SHALL ENJOYWINE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EVEN IF ENJOYWINE IS AWARE THAT THERE IS A POSSIBILITY OF SUCH DAMAGE.

ENJOYWINE'S MAXIMUM TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE AND ANY MATERIALS OR SERVICES PROVIDED THEREIN, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO ENJOYWINE WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE.

LOCAL LAWS.

EnjoyWine controls and operates the Site from its headquarters in Hong Kong, and the Materials may not be appropriate or available for use in other locations. If you use the Site outside of Hong Kong, you are responsible for following all applicable local laws and regulations.

DISPUTE RESOLUTION.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at info@enjoywine.com. These features facilitate the prompt and efficient resolution of any disputes that may arise between you and EnjoyWine.

You agree to resolve any claim, cause of action or dispute you have with us arising out of or relating to this Site or Services exclusively in a court located in Hong Kong. The laws of Hong Kong SAR shall govern these Terms, the contents of this Site, and any claim that might arise between you and EnjoyWine, without regard to conflict of law provisions.

Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement.

MISCELLANEOUS

Severability. If any paragraph or provision of these Terms is found to be illegal or unenforceable, it will be severed from the Terms, and the remainder of Terms will be given full force and effect.

Termination. EnjoyWine may discontinue, suspend or terminate your access to the Site, the Services and/or your account, without notice or liability for any violation of these Terms or for any other reason. Certain violations of these Terms, as determined by EnjoyWine, may result in immediate termination of your access to the Site without prior notice to you.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. EnjoyWine's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect EnjoyWine's ability to enforce such term at any point in the future. These Terms are the entire agreement between you and EnjoyWine and supersede all prior or contemporaneous negotiations, discussions or agreements between you and EnjoyWine about the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If you have any questions about these Terms or otherwise need to contact EnjoyWine for any reason, you can reach us through the contact form at or by emailing us at info@enjoywine.com.