

MondriaanWINE

Whenever Wherever

Terms and Conditions

Mondriaan Wine Global Terms and Conditions

November, 2011

Terms and Conditions of Website Use

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of a website maintained by Mondriaan Wine (our "site"). Please read these terms of use carefully before you start to use our site.

This site is maintained by Mondriaan Wine ("we" or "us") for the personal use, of persons who are lawfully permitted to consume alcoholic beverages, in countries and other territories where the consumption of alcoholic beverages is lawful. By using our site, you indicate that you accept these terms of use and that you agree to abide by them.

Please exit our site immediately if you do not accept these terms of use, are not of a legal age for consuming alcoholic beverages in the country or other territory in which you are located, or are accessing our site in a country or other territory where use of our site is not permitted.

INFORMATION ABOUT US

Mondriaan Wine is registered in The Netherlands under company number 24406344 with a registered office and main trading address at Straatweg 177, 3054 AD Rotterdam, The Netherlands. Our VAT number is NL8173.90.765.B01.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw, amend, suspend or terminate indefinitely the service we provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your Internet connection are aware of these terms, and that they comply with them.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of a registration scheme or a security procedure, you must treat such information as confidential, and you must not disclose it to any third party. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms and Conditions. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

MondriaanWINE

Whenever Wherever

INTELLECTUAL PROPERTY RIGHTS

All intellectual property and database rights, in our site, and in the materials published on it, including but not limited to trademarks, designs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) ("materials") are owned by us, our subsidiaries, affiliates companies and/or any of our partners ("the owners"). The materials are protected by intellectual property laws and treaties around the world. All such rights are reserved. You may not remove any copyright or other proprietary notices from any materials on our site.

We reserve the right to copy protect any of the materials on our site. Except as provided in these terms and conditions, the use of this site does not grant you any rights, title, interest or license to any materials you may access on this site provided that you are located in a country or other territory where the consumption of alcoholic beverages is permitted and you are of a legal age to consume alcoholic beverages in the country or other territory in which you are located, you may print a reasonable number of hard copies, and may download extracts, of any page(s) from our site for your lawful, personal, non-commercial use. Unless otherwise specifically authorised by us (by way of example only, explicit instructions such as "Click Here to Enlarge this Image") you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or proprietary notice. All other copying (whether in electronic, hard copy or other format) reproduction, transmission, public performance, distribution, commercial exploitation, adaptation, translation, modification, bundling, merging, sharing or making available to any person, or creation of any derivative works of our site or the materials on our site is prohibited and may breach intellectual property laws and other laws worldwide.

The status of the relevant owners (and that of any identified contributors) as the holders of rights in the materials on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us and/or, where applicable, from the relevant owner.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

ACCEPTABLE USE

You may use our site only for lawful purposes and we reserve the right, in our sole discretion, to terminate your use of the site. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

Mondriaan WINE

Whenever Wherever

- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware ("Malicious Code").

UPLOADING MATERIAL TO OUR SITE

Any material you upload to our site will be considered non-confidential and non-proprietary, and unless otherwise agreed in writing between us, we have the right to use, copy, distribute and disclose to third parties any such material in whole or in part for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. You waive any moral rights in respect of any material you upload to our site.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our sole opinion, such material does not comply with the content standards below.

CONTENT STANDARDS

Any and all material which you contribute to our site must comply with the spirit of the following content standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Your contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK, the US and in any country from which they are posted.

Your contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Contain sexually explicit material.
- Harm, or attempt to harm, minors in any way.
- Encourage, condone, promote or glamorise under-age, excessive or irresponsible consumption of alcoholic beverages or drink driving.
- Be targeted at an under legal drinking age audience.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other proprietary right of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal or immoral activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

Mondriaan WINE

Whenever Wherever

- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

This list only serves to provide examples and is not meant to be an exhaustive list of the types of unacceptable uses that may result in the restriction, suspension or termination of your use of our site.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided `as is` and without any guarantees, conditions or warranties as to its accuracy to the extent permitted by law, hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, nay websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue, loss of business, loss of profits of contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management of office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even is foreseeable.

Because some jurisdictions do not allow the exclusion or limitation of liability or damages, Mondriaan Wine's liability in such jurisdictions shall be limited tot the extent permitted by law.

Your privacy is important to us. We process information about you in accordance with our [Privacy Policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

MALICIOUS CODE, HACKING AND OTHER OFFENCES

MondriaanWINE

Whenever Wherever

You must not misuse our site by knowingly introducing any Malicious Code. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

We will report any such activity by you to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack or Malicious Code that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You must not establish a link from any website to any page in our site or frame our site on any other site. Unless otherwise authorised in writing by us, you may not suggest any form of association, approval or endorsement of any website on our part.

If you wish to make any use of Material on our site other than that set out above, please address your request to: contact@mondriaanwine.com.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

INDEMNITY

You will indemnify the Mondriaan Wine against any loss, damage or cost incurred by us arising out of your use of our site, any of its services or any information accessible over or through our site, including information obtained from linked sites, our submission or transmission of information or material on or through our site or your violation of these terms of use or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence and infringement of any intellectual property right). We reserve the right exclusively to defend and control any claims arising from the above and you will fully cooperate with us in any such defenses.

ENTIRE AGREEMENT

These terms of use, including our Privacy Policy, constitute the entire agreement between you and us in relation to your use of our site. To the extent that software or other downloadable technology is expressly made available to you through the site, such software may be subject to a licence agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such

MondriaanWINE

Whenever Wherever

licence agreements. If any provision of these terms of use is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect.

JURISDICTION AND APPLICABLE LAW

On these terms and conditions are governed and continued in accordance with the laws of The Netherlands, excluding its conflicts of law rules, and any dispute arising out of or relating to these Terms and Conditions or your access or use of this site will be subject to the exclusive jurisdiction of the courts located in Rotterdam, and you hereby submit to the personal jurisdiction of such courts.

We may revise these terms of use at any time by amending this page. Each time you use this site, the current version of the Terms and Conditions will apply. Accordingly, when you use the site, you should check the date of the Terms and Conditions (which appears at the top right hand corner) and review any changes since the last version. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS

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