

Imperator Wine Group, LLC Application Terms of Use
Last Revised: August 5, 2019

Imperator Wine Group, LLC provides a branded application for its' partners in the wine industry (the "App") and (the "Website") are operated by Imperator Wine Group, LLC ("Imperator," "we" or "us").

THESE TERMS OF USE (THE "TERMS") APPLY TO YOUR USE OF THE APP AND THE WEBSITE.

PLEASE READ THE TERMS AND CONDITIONS OF THE TERMS CAREFULLY.

BY DOWNLOADING THE APP OR USING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THE TERMS; (II) YOU UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THE TERMS; AND (III) YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TERMS AND ALL APPLICABLE LAWS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE TERMS, IMPERATOR IS UNWILLING TO GRANT YOU THE RIGHT TO USE THE APP AND THE WEBSITE.

THE TERMS CONSTITUTE AN ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND IMPERATOR.

FOR PURPOSES OF THE TERMS, "IMPERATOR", "US", "WE" OR "OUR" MEANS AND INCLUDES IMPERATOR AND ITS INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS. "YOU" MEANS EACH PERSON WHO ACCESSES OR USES THE APP OR THE WEBSITE), WHETHER OR NOT SUCH PERSON PERSONALLY INSTALLED THE APP.

Privacy

Please refer to our Privacy Policy at <https://imperator.wine/privacy-policy/> for information on how Imperator collects, uses and discloses your information when you use the App and the Website.

Creating an Account

In consideration of your use of the App and the Website, you agree to do the following in connection with your creation of the account: (i) provide accurate, current and complete information about you as may be prompted by any registration forms via the App ("Registration Data"); (ii) maintain the security of your password and identification; (iii) maintain and promptly update the Registration Data, and any other information you provide to Imperator, to keep it accurate, current and complete; and (iv) accept all risks

of unauthorized access to the Registration Data and any other information you provide to Imperator. You are responsible for safeguarding the password that you use to access the App. When you register for the App, you should use a strong password, including a combination of upper and lower case letters. We suggest that you not use the same password for the App that you use for other applications or services.

License

Subject to the terms, conditions and limitations set forth in the Terms, Imperator grants you a nonexclusive, non-transferable and revocable license to use the App to set up your account and enable the use of the App or Website.. The terms of the license will also govern any upgrades provided by Imperator that replace and/or supplement the original App, unless such upgrade is accompanied by a separate license, in which case the terms of that license will govern.

Restrictions on Use of App

You agree not to do, or authorize or permit any third party to do, any of the following: (i) copy, reproduce or distribute the App; (ii) sell, license, rent, assign, lease, lend, redistribute or sublicense the App; (iii) modify, port, translate, or create derivative works of the App; (iv) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms of the App by any means (except as and only to the extent any of these restrictions are prohibited by applicable law); (v) submit any automated or recorded requests to the App; (vi) use the App for commercial use; (vii) knowingly take any action that would cause the App to be placed in the public domain; and (viii) remove, alter or obscure any copyright, trademark or other proprietary rights notice or labels on or in the App. If you violate any of the restrictions set forth in the Terms, your right to use the App will immediately cease and you may have infringed the copyright and other rights of Imperator, which may subject you to prosecution and damages. Imperator reserves all rights not expressly granted in the Terms, and no licenses are granted by Imperator to you under the Terms, whether by implication, estoppel or otherwise, except as expressly set forth in the Terms.

Consent to Use of Data and Communications

You agree that Imperator may collect and use technical data, personal information and related information in connection with your use of the App including, but not limited to, contact information and technical information about your device, system and the App software, and peripherals, that are gathered periodically to facilitate the features and functionality of the App, the Website, and software updates, product support and other services. Please see our Privacy Policy at <https://imperator.wine/privacy-policy/> for more information about how Imperator collects, uses, stores and discloses personal information collected through the App. You also consent to our communicating with

you about the App, the Website, or in connection with the features, functions and activities contained in the App or the Website.

Partner Companies

You acknowledge and agree that when users interact with the App, Emperor will send sales based information to the private club that you are a member of and purchasing product from.

You agree that Emperor and partners may use, and store any information required to complete your sales transaction. You also agree that we may use, store, process, convert, analyze or review sales information in order to provide, maintain, analyze and improve the functioning of the App, We do not use personal information in analysis.

Emperor and/or its partners will not use the information collected for any purpose except as set forth above.

You may be able to share reviews or product information using third party websites (including Facebook, Twitter, etc. (each, a "Third Party Site")) via the App. Please remember that when you share information with a Third Party Site, such information may become subject to third party website policies and rules.

You acknowledge and agree that you (on behalf of yourself and your child) release and discharge Emperor, their affiliated entities, and each of their respective administrators, directors, officers, employees, agents, sponsors and advertisers (collectively, "Emperor" and partners) from all liability to you for any claims that the use of the personal information by Emperor (or any party on its behalf) and the use of the sales information or other data derived from the App or Website by Emperor (or any party on their behalf) as authorized in these Terms violates any of your rights, including intellectual property rights or rights of publicity or privacy. Further, you (on behalf of yourself and your child) covenant not to sue any Emperor Parties with respect to the creation or use of any personal information, or of any sales information derived from the App or Website as authorized in these Terms. You also acknowledge and agree that neither you nor anyone using the App as your account will be entitled to any additional compensation for the use of any of the personal information or sales information by Emperor or any party on their behalf as authorized under these Terms.

Feedback

Any suggestions, comments or other feedback provided by you or your children to us with respect to the App, the Website, our services and/or our products and services will constitute our confidential information. We will be free to use, disclose, reproduce, license and otherwise distribute, and exploit this feedback as we see fit, excluding any

personal information associated with such feedback, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

Conduct

You agree that you are solely responsible for your conduct (and the conduct of anyone using your account) with respect to the Website and the App, and you agree that you will not do any of the following in connection with the Website or the App:

- Use the App or the Website in any manner that could damage, disable, overburden or impair the functioning of the Website or the App in any manner or cause harm of any kind to Imperator;
- Use the Website or the App for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates the Terms;
- Modify, adapt or hack the App or the Website ; or
- Infringe upon or violate the rights of or cause harm to Imperator or any third party.

Any use of the App in violation of the Terms may result in, among other things, termination or suspension of your rights to use the Website and the App.

Trademarks and Third Party Trademarks

Imperator's name, Imperator logos and any other Imperator product, service name or slogan included in the App are trademarks of Imperator and may not be copied, imitated or used, in whole or in part, without the prior written permission of Imperator. All other trademarks, registered trademarks, product names and company names or logos mentioned in the App ("Third Party Trademarks") are the property of their respective owners, and the use of such Third Party Trademarks will inure to the benefit of each trademark owner. The use of such Third Party Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by Imperator and its licensors with such company; or (ii) an endorsement or approval by such company of Imperator and its licensors and its products or services.

Ownership

Except for the license expressly stated in the Terms, you are not granted any rights in or to the App or Website by implication, estoppel, or other legal theory, and all rights in and to the App and the Website not expressly granted in the Terms are hereby reserved and retained by Imperator.

Modification of Terms

Imperator reserves the right to change or modify any of the terms and conditions contained in the Terms, or any policy or guideline of the Website or the App, at any

time and in its sole discretion by posting the changes/modifications to these Terms, which will be accessible from the Terms of Service of the Emperor website (policy located at <https://imperator.wine/privacy-policy/>) (the "Site") and it will also be accessible from the App. Additionally, notice may be provided by sending an email to you or by such other form of notice as determined by Emperor. Changes/modifications will only become effective at the end of the 30 day period commencing upon the posting of the changes/modifications via the App ("Notice Period"). If you disagree with any changes/modifications, please stop using the App within the Notice Period. Your use of the App after receipt of notice will constitute your acceptance of the changes/modifications.

Suspension and Termination

Emperor may suspend and/or terminate your rights with respect to the App or Website for any reason or for no reason at all and with or without notice at Emperor's sole discretion. Suspension and/or termination may include restricting access to and use of the App and Website. If your rights with respect to the App are suspended and/or terminated, you agree to make no further use of the Website or the App during suspension or after termination. Emperor reserves the right, but does not undertake any duty, to take appropriate legal action including, but not limited to, the pursuit of civil, criminal and/or injunctive redress against you for continuing to use the App or Website during suspension or after termination, and you agree that Emperor may recover its reasonable attorney's fees and court costs from you for such actions. Even while your membership is suspended and after it is terminated, the Terms will remain enforceable against you. All of the terms and conditions of the Terms survive any termination of the Terms (except the "License" and "Consent to Use of Data and Communications" sections).

Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP AND THE WEBSITE IS AT YOUR SOLE RISK. THE APP AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IMPERATOR DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TERMS, THE WEBSITE, THE APP, THE IMPERATOR WEBSITE, ANY IMPERATOR PRODUCTS AND SERVICES, THIRD PARTY SITES AND THIRD PARTY TRADEMARKS WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IMPERATOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. IMPERATOR DOES NOT WARRANT THAT: (A) THE FUNCTIONS CONTAINED IN THE WEBSITE OR THE APP WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; (B) THE

OPERATION OF THE WEBSITE OR THE APP WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) ANY DEFECTS IN THE WEBSITE OR THE APP WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY IMPERATOR OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

Indemnification

You agree, at your sole expense, to defend, indemnify and hold us and our licensors, harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) caused by, arising out of, resulting from, attributable to or in any way incidental to: (i) your conduct; or (ii) your violation (or alleged violation) of the Terms or the rights of any third party.

Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL IMPERATOR BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THE WEBSITE, THE APP, THE IMPERATOR MATERIAL, ANY IMPERATOR PRODUCTS OR SERVICES, THIRD PARTY SITES OR THIRD PARTY TRADEMARKS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF IMPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

App Store

You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone App Store ("App Store") or Google Play Store "Play Store"). You acknowledge and agree that the Terms are between you and Imperator and not with the App Store or Play Store. Imperator, not the App Store or Play Store, is solely responsible for the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the App Store or Play Store in connection with the App (if any). You agree to comply with, and your license to use the

App is conditioned upon your compliance with, all applicable third party terms of agreement when using the App.

No Third Party Beneficiaries

Except as otherwise expressly elsewhere in the Terms, there will be no third party beneficiaries to the Terms.

Modifications to the App

Imperator reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Website, the App and/or any features, information, materials or content on or in the Website or the App with or without notice to you. You agree that Imperator will not be liable to you or any third party for any modification or discontinuance of the App or any portion thereof.

Copyright Complaints

In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, and other applicable law, Imperator has adopted a policy of terminating, in appropriate circumstances and at Imperator's sole discretion, account holders who are deemed to be repeat infringers. Imperator may also, at its sole discretion, limit access to the Website and the App and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If you are a copyright owner, or are authorized to act on behalf of one, or are authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Website by completing the following DMCA Notice of Alleged Infringement and delivering it to Imperator's Designated Copyright Agent. Upon receipt of the Notice as described below, Imperator will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Website.

DMCA Notice of Alleged Infringement ("Notice"):

Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice you may provide a representative list of the copyrighted works that you claim have been infringed.

Identify the material that you claim is infringing (or the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

Provide your mailing address, telephone number, and, if available, email address.

Include both of the following statements in the body of the Notice: (i) "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)"; and (ii) "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Emperor's Designated Copyright Agent:

Copyright Agent
Imperator Wine Group, LLC
108 Orange St, Suite 1
Redlands, CA 92373
Email: dmca@imperator.wine

Export Limitations

You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the Application may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App for any purposes prohibited by United States law, including, but not limited to, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

US Government Rights

The App and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Governing Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH IMPERATOR AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IMPERATOR.

You and Emperor agree to arbitrate any dispute arising from the Terms or relating to the Website or the App, except that you and Emperor are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

You and Emperor agree that you will notify each other of any dispute within 30 days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in Redlands, California and that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association. You and Emperor also agree that the state or federal courts in San Bernardino County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND IMPERATOR WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING.

Notwithstanding any terms to the contrary in the Terms, the following additional terms will apply to the download of the App for use on the iPhone, iPod Touch, iPad, or Android device:

Acknowledgement

You and Emperor acknowledge that the terms are solely between you and Emperor, and not with Apple, Inc. ("Apple") or Google LLC ("Google") and that Emperor, not Apple or Google, is solely responsible for the App and the content contained within the App. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service or the Play Store Terms of Service as of the date you download the App. In the

event of any conflict between the terms and conditions of the Usage Rules for the Apple App Store or Play Store Terms of Service and the terms and conditions of the Terms, the terms and conditions of the Usage Rules for the Apple App Store or Google Play Store Terms of Service will govern if they are more restrictive.

Scope of License

The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod Touch, iPad or Android device that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service or the Google Play Store Terms of Service.

Maintenance and Support

Imperator is solely responsible for providing maintenance and support services with respect to the App. You acknowledge and agree that Apple or Google has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty

You acknowledge and agree that Apple or Google is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple or Google, and Apple or Google will refund the purchase price, if any, paid to Apple or Google for the App by you; and to the maximum extent permitted by applicable law, Apple or Google will have no other warranty obligation whatsoever with respect to the App. You also acknowledge and agree that to the extent that there are any applicable warranties, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty, such will be the sole responsibility of Imperator. However, you understand and agree that in accordance with the Terms, Imperator has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App, except those implied by law.

Product Claims

You and Imperator acknowledge and agree that as between Apple or Google and Imperator, Imperator, not Apple or Google, is responsible for addressing any of your claims or any third party claims relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

Intellectual Property Rights

You and Emperor acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Emperor, and not Apple or Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under the Terms.

Legal Compliance

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address

Any end-user questions, complaints or claims with respect to the App should be directed to:

Emperor Wine Group, LLC
108 Orange Street Suite 1
Redlands, CA 92373
Email: support@emperor.wine

Third Party Beneficiary

The parties acknowledge and agree that Apple, Google, Apple's subsidiaries, Google's subsidiaries are third party beneficiaries of the Terms, and that, upon your acceptance of the terms and conditions of the Terms, Apple, Google will have the right (and will be deemed to have accepted the right) to enforce any of the terms and conditions of the Terms against you as a third party beneficiary thereof.