

# PORTAL TERMS AND CONDITIONS OF USE

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The general Portal terms and conditions of use set out below regulate the access to the website [www.thewinefathers.com](http://www.thewinefathers.com) and the use of related services.

## 1 Company Information

The Portal [www.thewinefathers.com](http://www.thewinefathers.com) is owned by The Winefathers s.r.l. semplificata (simplified LLC) having registered office in 33100 UDINE (UD) - ITALY, VIA SANTA GIUSTINA, N. 8, Business Registration No. UD - 288178, VAT ID No. and Tax Code 02787840301.

Hereinafter both the website and the company owning the website shall be indifferently referred to as The Winefathers.

## 2 Definitions

"Portal" means the website [www.thewinefathers.com](http://www.thewinefathers.com).

"User" means the person using the services provided by the Portal free of charge, who shall not have any direct financial relationship of any nature whatsoever with The Winefathers s.r.l.

"Producer" means the company producing and selling artisanal oenological products also through purchasing groups or flash sales and organising initiatives or projects relating to the wine sector, such as winemaking experiences, experimentation of new crops or rediscovery of old ones, etc. The Producer publishes, describes and sponsors the above mentioned activities in the Portal.

The relationship between the Producer and The Winefathers s.r.l. is regulated by a separate agreement.

## 3 Acceptance of the Terms and Conditions of Use

Access to the Portal and use of related services is subject to acceptance by the User of the Terms and Conditions of use set out in this agreement, which s/he undertakes to read entirely and carefully. In the event that the User fails to accept the terms and conditions of use, s/he shall not be entitled to use the said services. By "ticking the flag" upon registration or, tacitly, by using Portal services, the User accepts the Terms and Conditions of Use.

## 4 Goals, Purposes and Services provided

The Portal brings together artisanal Producers and wine enthusiasts from all over the world, thus enhancing the history and the special features of the blend, the tradition of the cultivation methods and oenological innovations, as well as the local culture of the wine-growing region.

The Portal as an online meeting place represents a digital marketplace for Italian Producers and Users from all over the world. The Portal encourages the establishment of relations among them, Users' involvement in the Producers' projects and in purchasing groups created with the aim to buy Producers' wines at

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affordable prices. Furthermore, it supports Users in the purchase of wines from Producers' catalogues or through flash sales.

The Producers may use the Portal to present and advertise their products and their company, involve Users in their initiatives and facilitate the sale of wine.

The Portal is freely accessible (without any charge) by anyone who connects to the website [www.thewinefathers.com](http://www.thewinefathers.com). However, registration is required to use all website features, such as online purchases of products, the "Producer's virtual relative" feature, as well as the release of contents or comments about the initiatives or the products sponsored by the website, etc.

## 5 Service Provision

The Winefathers s.r.l. does not guarantee service continuity.

Although the Portal is subject to regular checks, updates and rectifications, blocks, interruptions, etc. may occur as a result of technical issues, malfunctions, maintenance / update operations or national and international server/provider failures, hackers' attacks, and so on.

The Winefathers s.r.l. reserves the right to add new services and modify or remove existing services in whole or in part. The Portal as a constantly changing project aims at improving existing services as well as launching new ones.

The User hereby acknowledges that Portal services may be amended or changed without any obligation by The Winefathers s.r.l. to give prior notice to service users.

The suspension shall be unilaterally decided by The Winefathers s.r.l. without any obligation to give notice to website Users.

Any malfunctions of the Portal shall be reported to [webmaster@thewinefathers.com](mailto:webmaster@thewinefathers.com).

The Winefathers s.r.l. gives no guarantee as to the functionality, usability and suitability for any purpose of Portal services.

Connection costs shall be entirely borne by the User.

## 6 Intellectual Property

The Winefathers s.r.l. is the sole owner of the Portal, which is protected and regulated by national and international laws.

All brands displayed or mentioned belong to their legitimate owners.

Documents, images, layouts, artistic work, graphics, application software and all codes and format scripts used to implement the website are owned by The Winefathers s.r.l. and may be reproduced, transmitted, amended, published, copied, transferred, reused, in whole or in part, to create other products only upon prior written approval by The Winefathers s.r.l.

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The User may use the brands, the logo, the name of The Winefathers and in general any of its distinctive features only in relation to the activities provided for in this agreement and without altering the characteristics thereof.

Users may store the above mentioned contents on their computers and print excerpts from the website pages for personal, non-commercial use only.

The material may be reproduced for educational purposes. The User hereby agrees not to reproduce, duplicate, copy, sell, trade or distribute the services and database of The Winefathers s.r.l.

## 7 User Registration

As stated above, registration is required to use all Portal features.

The Winefathers s.r.l. reserves the right (without assuming any obligation or liability pertaining thereto), at its sole discretion, to reject, refuse, remove the registration of any User at any time for any reason whatsoever or without any reason, with or without prior notice or explanation, without assuming liability for any claim of any nature whatsoever against The Winefathers s.r.l. itself.

Solely legal adults may register to the website, whereby legal adult shall mean anyone who has reached 18 years of age or the age of majority or minority provided for by the applicable law. The User declares to enjoy full civil and political rights.

The Portal has a guided procedure for User registration: personal data are entered, an account is created and an email confirmation is finally sent to the User. The password selected by the user is personal, secret and must be stored with diligence. The User assumes full liability for all activities relating to his/her account.

In the event of any unauthorised use of the password or the account, the User must immediately notify The Winefathers s.r.l. in writing using the following address: [webmaster@thewinefathers.com](mailto:webmaster@thewinefathers.com).

Upon registration the User hereby undertakes:

- not to provide false information;
- to verify that such information is correct and up-to-date;
- not to create more than one personal profile;
- not to create another profile without prior consent by The Winefathers s.r.l. if the original account is disabled;
- not to create profiles on behalf of third parties without prior approval;
- not to transfer his/her own profile to third parties;
- not to choose a profile name which may be offensive and/or make reference to phrases or words considered as insulting or inappropriate;
- always act in compliance with the laws and rules in force.

The Winefathers s.r.l. reserves the right to remove, at its sole discretion, any data which may conflict with the above mentioned conditions and, as the case may be, to disable the account.

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Once the User is registered, some of his/her account data will be visible to other Users. The User may at any time change his/her password and account preferences or disable the account. By disabling the account, the User will lose his/her registered status as well as the opportunity to use the services provided to registered Portal users.

### **8 User Comments/Content Sharing**

All registered Users having finalized at least one purchase shall be entitled to write comments, reviews or appraisals about the Producer of the good/s purchased, the participation in a project or in general share contents with other Users. The comments, reviews, appraisals and contents are published in interactive Portal sections as per the specific website procedures.

The User shall ensure that the comments or in general the contents which s/he intends to publish on the Portal are true, correct, complete, lawful, not offensive and not contrary to good taste, not secret, freely reproducible and compatible with the Portal mission, whereby the User assumes full liability with respect thereto.

The interactive Portal sections are in any case regularly monitored by moderators who may remove comments reported as offensive, unlawful, inadequate or in any case incompatible with the Portal netiquette.

The Winefathers s.r.l. reserves the right to (but does not assume any obligation) to filter, remove, reject, report the information received and deemed inadequate, offensive, unlawful, etc.

The publication of comments, reviews, appraisals and contents is totally free and does not give a right to any claim to the person who published the Contents, whatever its nature.

### **9 Relations with the Producers**

The User declares to be aware that the sale of goods also through groups or flash sales and the organisation and execution of projects are entirely managed by the Producers. Any initiative with respect thereto is prepared and published on the Portal directly by the Producers.

The Portal serves solely as an online platform for the collection, organisation, facilitation, description and promotion of such initiatives.

Each agreement relating to the sale of goods also through groups or flash sales as well as the organisation and execution of projects shall be understood as concluded directly between the Producer and the Customer/User, with all the resulting legal, administrative and fiscal implications. All liability relating to the quality, safety, morality or legality of any aspect pertaining to the goods sold or the project proposed shall be entirely assumed by the Producer. The Winefathers s.r.l. shall not be liable for these aspects, unless otherwise agreed in writing.

All liability relating to the management of the package of the goods sold, as well as the storage, transportation or shipment thereof, shall be equally assumed by the Producer.

The Winefathers s.r.l. assumes no liability for the fulfilment of the Producers' or Users' obligations.

## **10 Links**

Any Links contained in the Portal to third party websites shall be used under the sole responsibility of the User for the purposes permitted by law and according to the requirements imposed by the website owners and/or managers.

The Winefathers s.r.l. declines any liability for the contents and purposes of such websites as well as their reliability. The User connecting to such websites assumes any related risk or liability. The possibility to use a link to third party websites shall not imply any approval, sharing, authorisation by The Winefathers s.r.l.

The Winefathers s.r.l. reserves the right, but does not assume any obligation, to monitor all or part of the Links published on the Portal and remove, delete, erase them at any time at its sole discretion without assuming liability for any claim against The Winefathers s.r.l. itself.

## **11 Cookies**

As regards the use of the so-called "cookies" reference is made to the relevant [Cookie Policy](#).

## **12 User Notifications**

The Portal reserves the right to send technical notifications about its Services. Messages, notifications, notices, etc. may be sent to the Users via the Website or email.

## **13 Advertisements**

The Winefathers s.r.l. may decide to amend its terms of sale for the Portal advertising spaces and all other related aspects without any obligation to give prior notice to the Users.

## **14 Privacy**

The Winefathers s.r.l. acknowledges and agrees that any processing of personal data in connection with the execution of this agreement shall be carried out according to the provisions of Legislative decree 196/2003 (Data Protection Act).

The data provided by the User or otherwise acquired within the framework of the activities mentioned above may be subject to processing according to the aforementioned Act.

Data shall be processed using instruments that ensure safety and confidentiality; automated systems may be used to store, manage and transmit data. The foregoing shall be carried out according to the provisions of Legislative Decree No. 196 dated 30th June 2003 and Annex B thereto. The provision of data is mandatory; without such information the User account could not be managed correctly. The Data Controller is The Winefathers s.r.l. semplificata (simplified LLC) with registered office in 33100 UDINE (UD) - ITALY, VIA SANTA GIUSTINA, N. 8, Business Registration No. UD - 288178, VAT ID No. and Tax Code 02787840301. Users have all the rights provided for in Article 7 of Legislative Decree No. 196 dated 30th June 2003. Therefore, users have the right to access their own data, ask for the correction, integration and, as the case may be, erasure or blocking of data according to the provisions of Articles 8-9-10 of the aforementioned Decree.

## **15 Amendments**

The Winefathers s.r.l. reserves the right to amend at any time any terms of this Agreement with prior notice to the User on the Portal Homepage and/or via email.

Amendments may be due to administrative, legal requirements or the need to introduce new features or correct errors and/or inaccuracies. The User agrees to go through any amendments and integrations any time s/he logs in to the Portal.

The use of the Portal following the amendments of the Terms of Use shall constitute implicit acceptance of the amended terms.

By express agreement, the Agreement versions published from time to time on the Portal as updated replace older versions.

That being said, this Agreement with any subsequent amendments shall remain fully in force for so long as the User uses it or is registered to the Portal.

If the User does not agree to accept the terms and conditions of use set out in this Agreement (and its subsequent amendments/integrations), s/he shall immediately stop using the Portal and disable his/her account on the relevant profile page.

## **16 Disclaimer**

Notwithstanding the specific provisions and rules of conduct for Users and Producers as well as the periodic checks and alerting/reporting systems, for obvious reasons, the Portal cannot verify all contents and information published or shared by Users and Producers on the Portal. Therefore, The Winefathers s.r.l. shall not be liable for any offensive, inappropriate, obscene, unlawful or otherwise objectionable information or content published on its website. Furthermore, The Winefathers s.r.l. shall not be in any way liable for the conduct, whether online or offline, of any registered User or Producer. The Winefathers s.r.l. undertakes to keep the Portal updated, functional, free of errors and safe but the User agrees to use it at his/her own risk. The Portal is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, etc.

In no event shall The Winefathers s.r.l. be liable for any error, interruption, delay or imperfection.

The Winefathers s.r.l. shall not be liable for any error, omission, interruption, erasure, defect, delay in Portal operation or transmission, anomalies on the line, theft, destruction, unauthorised access or alteration of Users' content, identity theft and any other unlawful conduct of Users or third parties whether online or through other means.

The Winefathers s.r.l. shall not be liable for technical failures attributable to networks or telephone lines, online computer systems, servers or providers, computer equipment, software and non-operation of email or audio/video reproduction programs resulting from technical failures or Internet/Portal traffic congestion.

## **17 Termination**

The Winefathers s.r.l. reserves the right to disable the User account, thereby denying him/her the opportunity to use the services provided when, with intent or gross negligence, s/he fails to comply with the rules set out in this Agreement.

In particular, pursuant to and in accordance with Article 1456 of the Civil Code, in the event of non-compliance with even one of the obligations set out in paragraphs 3. 6. 7. 8., The Winefathers s.r.l. shall have the right to terminate this Agreement.

Notwithstanding the above, The Winefathers s.r.l. shall retain the right to take action against the User to claim compensation for the damage actually suffered.

## **18 Applicable Law**

The User hereby acknowledges that this agreement is governed by and construed in accordance with the Italian Law.

## **19 Disputes**

The Parties shall submit any disputes arising out of or in connection with this Agreement to the Conciliation Service of the Chamber of Commerce of Udine, listed in the Register of the Conciliation Bodies of the Ministry of Justice. Any disputes arising between the Parties which cannot be settled out of court, pertaining to the interpretation, execution, non-compliance, termination of this agreement and in any way relating thereto shall fall within the exclusive jurisdiction of the Court of Udine.

## **20 Language**

This document is drafted in Italian and translated into English. In the event of conflict between the two versions, the Italian version shall prevail.

## **21 Communications to Thewinefathers**

For any communication, including reports and/or claims, the User shall write an email to: [webmaster@thewinefathers.com](mailto:webmaster@thewinefathers.com).

Pursuant to Article 1341 and Article 1342 of the Civil Code, after careful consideration, Articles 5, 7, 9, 13, 15, 16, 17, 19, 20 are specifically approved.