

Privacy Policy

VINOLYTICS , LLC ("Vinolytics") recognizes that its customers, visitors, users, and others who use www.wineassetmanagement.com or other web sites owned or operated by VINOLYTICS (the "VINOLYTICS Sites") (collectively or individually "Users") value their privacy. This Privacy Policy details important information regarding the use and disclosure of User information collected on the VINOLYTICS Sites. VINOLYTICS provides this Privacy Policy to help you make an informed decision about whether to use or continue using the VINOLYTICS Sites.

This Privacy Policy is incorporated into and is subject to the VINOLYTICS Terms of Use. Your use of the VINOLYTICS Sites and any personal information you provide on the VINOLYTICS Sites remains subject to the terms of this Privacy Policy and the VINOLYTICS Terms of Use.

Please note that any video, image, or other information or content posted at the direction of Users onto the VINOLYTICS Sites becomes published content and is not considered personally identifiable information subject to this Privacy Policy.

THE INFORMATION VINOLYTICS COLLECTS

- **User Provided Information:** You provide certain personally identifiable information (such as your name and email address) to VINOLYTICS when choosing to participate in various activities on the VINOLYTICS Sites.
- **Cookies Information:** When you visit the VINOLYTICS Sites, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. VINOLYTICS uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by you following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the VINOLYTICS Sites may not function properly if the ability to accept cookies is disabled.
- **Log File Information:** When you use the VINOLYTICS Sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring/exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- **Clear GIFs Information:** When you use the VINOLYTICS Sites, we may employ "clear GIFs" (a.k.a. Web Beacons) which are used to track the online usage patterns of our Users anonymously (i.e., in a non-personally-identifiable manner). In addition, we may also use clear GIFs in HTML-based emails sent to our Users to track which emails are opened by recipients.

THE WAY VINOLYTICS USES INFORMATION

- If you submit personally identifiable information to us through the VINOLYTICS Sites, then we use your personal information to operate, maintain, and provide to you the features and functionality of the VINOLYTICS Sites.
 - We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major VINOLYTICS Site changes or for customer service purposes).
 - We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous User usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the VINOLYTICS Sites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing User preferences and trends.
 - We use cookies, clear GIFs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the VINOLYTICS Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; and (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.
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WHEN VINOLYTICS DISCLOSES INFORMATION

- We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.
- We do not share your personally identifiable information (such as name or email address) with other, third-party companies for their commercial or marketing use without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out.
- We do share non-personally-identifiable information (such as anonymous User usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the VINOLYTICS Sites.
- We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. Copyright Law) or respond to a court order, subpoena, or search warrant.
- VINOLYTICS also reserves the right to disclose personally identifiable information and/or non-personally-identifiable information that VINOLYTICS believes, in good faith, is appropriate or necessary to enforce our Terms of Use, to take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement

agencies, to protect the security or integrity of our web site, or to protect the rights, property, or personal safety of AOC, our Users or others.

YOUR CHOICES ABOUT PRIVACY

You may, of course, decline to submit personally identifiable information through the VINOLYTICS Sites, in which case VINOLYTICS may not be able to provide certain services to you. You may update or correct your personal profile information and email preferences at any time by visiting your account profile page.

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Please contact VINOLYTICS at info@aocadvisors.com with any questions or comments about this Privacy Policy, your personal information, your consent, or your opt-in or opt-out choices.

THIRD-PARTY ADVERTISERS, LINKS TO OTHER SITES

VINOLYTICS allows other companies, called third-party ad servers or ad networks, to serve advertisements within the VINOLYTICS Sites. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on the VINOLYTICS Sites. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content you see.

VINOLYTICS does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. However, please note that if an advertiser asks VINOLYTICS to show an advertisement to a certain audience (for example, men ages 18-34) or audience segment (for example, men ages 18-24 who have viewed certain channels of content) and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach. The advertiser may also use information regarding your use of the VINOLYTICS Sites, such as the number of times you viewed an ad (but not any personally identifiable information), to determine which ads to deliver to you.

You should consult the respective privacy policies of these third-party ad servers or ad networks (see links below) for more information on their practices and for instructions on how to opt-out of certain practices. VINOLYTICS's privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites.

OUR COMMITMENT TO DATA SECURITY

VINOLYTICS uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or

warrant the security of any information you transmit to VINOLYTICS and you do so at your own risk. Once we receive your transmission of information, VINOLYTICS makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If VINOLYTICS learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. VINOLYTICS may post a notice on the VINOLYTICS Sites if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should notify us at info@aocadvisors.com.

OUR COMMITMENT TO CHILDRENS' PRIVACY

Protecting the privacy of young children is especially important. For that reason, VINOLYTICS does not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the VINOLYTICS Sites from persons under 18 years of age, and no part of our website is directed to persons under 18. If you are under 18 years of age, then please do not use or access the VINOLYTICS Sites at any time or in any manner. If VINOLYTICS learns that personally identifiable information of persons under 18 years of age has been collected on the VINOLYTICS Sites without verified parental consent, then VINOLYTICS will take the appropriate steps to delete this information. In certain jurisdictions, the age of majority may be greater than 18, in which case the references to persons under 18 years of age above shall be deemed to be references to persons under the applicable age of majority.

SPECIAL NOTE TO INTERNATIONAL USERS

The VINOLYTICS Sites are hosted in the United States and are intended for and directed to Users in the United States. If you are a User accessing the VINOLYTICS Sites from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the VINOLYTICS Sites, which are governed by U.S. law, this Privacy Policy, and our Terms of Use, you are transferring your personal information to the United States and you consent to that transfer.

IN THE EVENT OF MERGER, SALE, OR BANKRUPTCY

In the event that VINOLYTICS is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our Users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we received the personal information you provided. Your continued use of the VINOLYTICS Sites constitutes your agreement to this Privacy Policy and any future revisions.

For revisions to this Privacy Policy that may be materially less restrictive on our use or disclosure of the personal information you have already provided to us, we will attempt to obtain your consent before implementing such revisions with respect to such information.

DATE LAST MODIFIED:

This Privacy Policy was last modified _____4/25____ __, 2013.

Contact Information: Please contact VINOLYTICS at info@aocadvisors.com with any questions or comments about this Privacy Policy.

Legal Information

PLEASE READ OUR TERMS OF USE CAREFULLY BEFORE YOU USE OUR WEB SITE.

VINOLYTICS , LLC ("AOC," "we," or "us") provides its web site, located at www.wineassetmanagement.com (the "Site"), to you, an individual user ("you") for your individual usage, subject to compliance with the terms and conditions set forth herein.

1. AGREEMENT

By using the Site, you agree to be bound by our Terms of Use (the "TOU"). If you do not agree to the terms and conditions contained in the TOU, we do not consent to provide you with access to the Site, and you should cease your use of it. You agree that you are at least eighteen (18) years of age, or the age of majority as defined in your jurisdiction, if older.

2. CHANGES TO THE TOU

We reserve the right at any time to: a) change the terms and conditions of the TOU; b) change the Site, including eliminating or discontinuing any content or feature of the Site; and/or c) impose fees, charges or other conditions for use of the Site or parts thereof (with reasonable notice).

VINOLYTICS may modify the Site at any time without prior notice, and you accept those modifications if you continue to use the Site. You should check the Site frequently to see recent changes.

3. IMPORTANT SECURITIES DISCLAIMER

You understand that no content published on the Site constitutes a recommendation that any particular asset, portfolio, transaction or investment strategy is suitable for any specific person. You further understand that none of the bloggers, information providers or their affiliates are advising you personally concerning the nature, potential, value or suitability of any particular asset, portfolio,

transaction, investment strategy or other matter. To the extent any of the content published on the Site may be deemed to be investment advice or recommendations in connection with a particular asset, such information is impersonal and not tailored to the investment needs of any specific person. You understand that an investment in any asset is subject to a number of risks and that discussions of any asset published on the Site will not contain a list or description of relevant risk factors.

You understand that the Site may contain opinions from time to time with regard to assets mentioned in other VINOLYTICS blogs or products, and that opinions in one blog or product may be different from those in another blog or product. You understand and agree that at the time of any transaction that you make, one or more bloggers or content contributors or their affiliates may have a position in the assets written about.

You understand that performance data is supplied by sources believed to be reliable, that the calculations herein are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete. From time to time, reference may be made on our Site to prior articles and opinions we have published. These references may be selective, may reference only a portion of an article or opinion, and are likely not to be current. As markets change continuously, previously published information and data may not be current and should not be relied upon.

All content on the Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

4. NO INVESTMENT RECOMMENDATIONS OR PROFESSIONAL ADVICE

All contents of the Site are provided for information and educational purposes only. The Site is not intended to provide tax, legal, insurance or investment advice, and nothing on the Site should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any asset by VINOLYTICS or any third party. You alone are solely responsible for determining whether any investment, asset or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

5. COPYRIGHT, LINKING POLICY AND TRADEMARKS

The Site and the content contained herein, as well as all copyrights, are the property of VINOLYTICS and its licensors. You may access and use the content, and download and/or print out copies of any content from the Site, solely for your personal, noncommercial use. You acknowledge that you do not acquire any ownership rights by using the Site.

The Site contains links to other Internet web sites or resources. We neither control nor endorse such other web sites, nor have we reviewed or approved any content that appears on such other web sites. You acknowledge and agree that we shall not be held responsible for the legality, accuracy, or appropriateness of any content, advertising, products, services, or information located on or through

any other web sites, nor for any loss or damages caused or alleged to have been caused by the use of or reliance on any such content.

You may link to any content on the Site. If you are interested in reprinting, republishing or distributing content from AOC, please contact VINOLYTICS to obtain written consent. VINOLYTICS is a trademark and/or service mark of VINOLYTICS or an affiliate. All other trademarks, service marks, and logos used on our web sites are the trademarks, service marks, or logos of their respective owners.

6. USER CONDUCT

You may not republish, upload, post, transmit or distribute content from the Site to online bulletin boards, message boards, newsgroups, chat rooms, or in other any manner, without our prior written permission. Modification of the content or use of the content for any purpose other than your own personal, noncommercial use is a violation of our copyright and other proprietary rights, and can subject you to legal liability.

In addition, in connection with your use of the Site, you agree not to:

- a. a. Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- b. b. Use the Site for any unlawful purpose;
- c. c. Express or imply that any statements you make are endorsed by us, without our prior written consent;
- d. d. Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- e. e. "Frame" or "mirror" any part of the Site without our prior written authorization;
- f. f. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents;
- g. g. Harvest or collect information about visitors to the Site without their express written consent.

You also agree to comply with all applicable laws, rules and regulations in connection with your use of the Site and the content made available therein.

7. OVERVIEW OF POSTING COMMENTS OR CONTENT

Our blogs and content are intended to serve as a discussion center for thoughtful users who make their own investment decisions, with or without the help of a broker. They are not the place for touters, cheerleaders or hypesters. We strongly encourage all participants to disclose any positions they have in assets being discussed.

We also respectfully ask that you not engage in any:

- Personal attacks.

- Profanity, vulgarity or offensive conduct of any kind.
 - Business solicitations or advertising.
 - Inappropriate, unethical or misleading behavior.
 - These standards are designed to ensure that the dialogue on the Site is credible, responsible, intelligent and informative. We cannot guarantee that users will tell the truth, and we will not monitor the veracity of names and positions or the content of any posts. However, by setting out the above guidelines, we hope to raise the credibility of the discussion and foster a spirit of open, honest exchanges of information. In addition, please be advised that even if a user who posts a comment may, if the user so registers, be publicly identifiable only by the alias he or she chose during registration, AOC's records will contain the actual identity of the author of any comment posted to the Site.
 - If you have any comments on our policies, or complaints or concerns of any kind about any posts, please contact us at info@aocadvisors.com. We will review all of the information that you communicate to us, but we may not be able to take action or respond directly to each e-mail.
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8. ONLINE RULES OF CONDUCT

When you post a comment on the Site, you agree to:

- a. Post comments in both tone and content that contribute in a positive and high quality manner to the substantive exchange of information and the subject matter of the Site.
 - b. Automatically grant - yourself or because you have the unrestricted right from the actual owner - VINOLYTICS a royalty-free, perpetual, non-exclusive and fully transferable and sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display comments you post (in whole or in part) worldwide and/or to incorporate any one of those comments in other works now or in the future.
 - c. If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
 - d. Waive any and all rights against VINOLYTICS and hold VINOLYTICS harmless in connection with any claims relating to any action taken by VINOLYTICS as part of its investigation of a suspected violation or result of its conclusion that a violation of this TOU has occurred, including but not limited to the removal of posts from the Site or a suspension or termination of your access to the Site.
 - e. Maintain and promptly update your registration data to keep it true, accurate, current and complete.
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You agree not to:

- a. Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise or objectionable.
- b. Post any comment that you either know or should know is false, deceptive or misleading, or will misrepresent or deceive others as to the source, accuracy, integrity or completeness of any comment you post.

- c. c. Post any comment that is unlawful, harmful or injurious to others, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically or otherwise tortious or objectionable.
 - d. d. Post any comment that does or may invade the privacy or violate or infringe on any rights of others, including, without limitation, copyrights and other intellectual property rights.
 - e. e. By use of your alias or in any comment, impersonate any person or entity, or falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
 - f. f. Post any comment which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation or order of any court, or as a result of an employment, contractual, fiduciary or other legal obligation or relationship.
 - g. g. Post any advertising, promotional materials, so called "chain letters," "pyramid" or other schemes or invitations to participate in these or any other form of solicitation or promotion.
 - h. h. Post any non-public or otherwise restricted, confidential or proprietary information without authorization.
 - i. i. Violate any local, state, national or international law, regulation or order of any court.
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9. DELETING CONTENT

VINOLYTICS has the right in its sole discretion, to edit, move, delete, and/or remove any comment posted on its Site at any time. Without limiting the foregoing, VINOLYTICS has the right to delete any comment that it believes, in its sole discretion, does or may violate the TOU.

10. CAVEATS

While we believe that the Site can and should be a positive environment for the exchange of information, you understand that the Site is open for posting to all users. Some individuals may post comments that may be offensive, indecent, objectionable, false, misleading or simply inappropriate.

11. RESPONSIBILITY FOR POSTS

Each individual who posts a comment is solely responsible for her or his own acts, including the content, context or information in the comment he or she posts. This means that each individual, and not AOC, is entirely responsible for anything and everything she or he posts. VINOLYTICS does not and does not intend to pre-screen any comments posted on its Site and VINOLYTICS cannot and does not guarantee the accuracy, integrity or quality of anything that may appear on its Site.

12. DISCLAIMER OF WARRANTIES

THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AOC, ITS OFFICERS, MANAGERS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS, CONSULTANTS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON OUR SITE.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

VINOLYTICS AND ITS MANAGERS, AFFILIATES, SUPPLIERS, AGENTS, CONSULTANTS AND SPONSORS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF VINOLYTICS OR ITS MANAGERS, AFFILIATES, SUPPLIERS, AGENTS, MEMBERS, CONSULTANTS OR VISITORS, WHETHER MADE ON THE SITE OR OTHERWISE, SHALL CREATE ANY WARRANTY.

13. LIMITATION OF LIABILITY

NEITHER VINOLYTICS NOR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, MANAGERS, EMPLOYEES, SUPPLIERS, ADVERTISERS, AGENTS, CONSULTANTS AND SPONSORS ARE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR ANY CONTENT CONTAINED THEREIN, OR ANY PRODUCT OR SERVICE USED OR PURCHASED THROUGH AOC. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING IT. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO VINOLYTICS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID TO US BY YOU, IF ANY, FOR ACCESS TO THE SITE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

14. INDEMNIFICATION

As a condition of your use of the Site, you agree to indemnify, defend and hold us, our officers, managers, employees, agents, consultants and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your violation of the TOU; (b) your use of the Site; or (c) your violation of the rights of any third party.

15. TERMINATION

You understand and agree that VINOLYTICS may, under certain circumstances and without prior notice to you, terminate your access to and use of the Site. Cause for such termination shall include, but not be limited to, (i) breaches or violations of the TOU or other agreements or guidelines, (ii) requests by law enforcement or other government or regulatory authorities or (iii) repeat violators of third party copyrights or other intellectual property.

16. MISCELLANEOUS

The Site is directed solely to individuals residing in jurisdictions in which provision of the Site's content is legal. We make no representation that materials provided on the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right to limit the availability of the Site to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service or product that we provide.

The TOU, together with all VINOLYTICS policies and agreements referred to herein and on the Site, constitutes the entire agreement between you and VINOLYTICS relating to your use of the Site and supersedes and any all prior or contemporaneous written or oral agreements on that subject between us. The TOU and the relationship between you and VINOLYTICS are governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws. You and VINOLYTICS agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within Suffolk County, Massachusetts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of the TOU is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the TOU and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in the TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. We reserve the right to require you to sign a non-electronic version of the TOU.