

Standard Terms and Conditions for Use of Website

This page sets out the terms and conditions (“T & C”) for using the website displayed at the URL <http://www.jebsefinewines.com> and its sub-domains (collectively, “Website”). By using the Website operated by Jebsen & Co. Ltd (“Jebsen”), and any other site accessed through the Website, you will be deemed to have acknowledged and agreed that the T & C set out below are binding upon you. We may revise the T & C from time to time without prior notice. Once posted on the Website, the amended T & C shall apply to you. You are advised to visit this page periodically to review the latest T & C. References in the T & C to “we” or “us” shall be deemed to be references to Jebsen.

1. General Terms

- 1.1 We make no warranty as to the accuracy, utility or other qualities of the information contained in the Website.
- 1.2 You may not assign or transfer your rights or obligations under the T & C without our prior written consent.
- 1.3 The T & C constitute the entire agreement between you and us relating to your use of the Website, and shall replace and supersede all other communications (be it written or oral), discussions, letters and contracts relating to the subject matter hereof save that neither party excludes liability for any fraudulent misrepresentations made by it to the other party upon which the other party can be shown to have relied.

2. Use of the Website

You agree not to use the Website for any of the following purposes which are expressly prohibited: -

- 2.1 You are prohibited from violating or attempting to violate the security of the Website

including, without limitation, accessing data not intended for you or logging into a server or account which you are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with service to any user, host or network. Violation of system or network security may result in civil or criminal liability.

- 2.2 You agree not to use the Website (nor include in any message) to upload, post, transmit, distribute or store any software files, messages or other materials (1) in violation of any applicable law or regulation; or (2) in any manner that will infringe the copyright, trademark, trade secrets or other intellectual property rights of others or their computer systems or violate the privacy or publicity or other personal rights of others; or (3) in any manner that is or is in our opinion libelous, obscene, threatening, abusive or offensive or likely to be perceived as such by any user. In particular, you shall not print, download, duplicate or otherwise copy or use any personally identifiable information breaching any person's rights (if any). Unsolicited communications of any type to users are strictly prohibited.
- 2.3 You shall not post any unauthorized advertisement, promotion or solicitation which contains false, inaccurate, misleading or defamatory contents which may be damaging or injurious to us, our clients, our or their agents or related persons, or contains any computer virus, including but not limited to Trojan Horse, worm or is otherwise harmful.
- 2.4 You shall not engage in sending spam, including but not limited to any form of unsolicited e-mails or messages.
- 2.5 You shall not delete, revise or inappropriately use any contents or material posted by any other person or entity on the Website.

3. Privacy

- 3.1** We maintain a strict confidentiality policy on all personal data submitted by you via the Website and we will not release such information to anyone without your prior consent. The information which you provide to us will at all times be governed by the terms of the Personal Data (Privacy) Ordinance (“Ordinance”).
- 3.2** Collection of personal data from you shall be for purposes relating to the maintaining of our records relating to you, the provision of services offered by us and marketing services and special events of ours and our affiliates. Data held by us relating to you will be kept confidential, but we may from time to time provide such information to any governmental or statutory bodies, our parent company or companies within our group, and/or any other person under a duty of confidentiality to us.
- 3.3** We will use our endeavours to ensure that our officers, directors, employees, agents and/or contractors will exercise their prudence and due diligence in handling the personal data submitted by you, and the access to and processing of the personal data by such persons is only on a “need-to-know” and “need-to-use” basis.
- 3.4** The Website uses a technology called “Cookies”. “Cookies” is a small text file sent to you from a web server, and automatically placed in your computer drive. The purpose of “Cookies” is to allow us to offer you information especially selected for you as we can identify your computer which “Cookies” we have sent. You may command your browser to reject “Cookies”; however, you may not then use some or all of the services provided by us on the Website.
- 3.5** Personal data collected via the Website may be stored and processed in any country in which we or our affiliates operate, and by using the Website, you consent to any transfer of information outside of your country.
- 3.6** We do not accept any responsibility or liability whatsoever for any loss and damage suffered or incurred by you as a result of any use or misuse of any such confidential

information or data by any third party. You acknowledge and agree that your use of the Website shall be entirely at your own risk.

- 3.7 Under the Ordinance, you are entitled to make a data access or correction request concerning your own personal data kept with us. You are also entitled to access to your own personal data (subject to prior confirmation of identity) kept with us and may edit or amend such personal data at any time except that the HKID card number or passport number or business registration certificate number cannot be amended unless such data are proved to be inaccurate. In accordance with the Ordinance, we have a right to charge a reasonable fee for the processing of any data access request.
- 3.8 Subject to legal requirements and your refusal, your personal data will be retained by us until you formally request us to erase the related data from our database. You may however delete your personal data at any time through accessing your own data via the Website. For any query, please contact our Customer Service Department or email to us.

4. Content License

By posting content on the Website, you unconditionally grant us a non-exclusive, worldwide, irrevocable, royalty-free right to exercise the copyright, publicity, and database rights (but no other rights) you have in the content in order that we can host, display and promote the content on the Website, and carry out the purposes as set out herein.

5. Intellectual Property Rights

- 5.1 You acknowledge and agree that the text, images, layout, database, graphics, pictures, sounds or audio formats, software, brands and all other materials on the Website are the intellectual properties owned by us or our third party licensors which are protected by copyright and trademark laws.

5.2 You may not, in whole or in part, use, transfer, download or otherwise reproduce any part of the Website without our prior written consent. Re-use of any of the foregoing is strictly prohibited and we reserve all our rights.

6. Contents

6.1 You acknowledge and agree that we are not under any obligation to pre-screen or approve any content posted on the Website or any content sent through the Website. We take no responsibility whatsoever for the contents on the Website or any content sent through the Website, or for any content lost and do not make any representations or warranties regarding the contents or accuracy of any material on the Website.

6.2 Any material or details you posted on the Website may be viewed by users of other websites linked to the Website and we are not responsible for any improper use by any user or third party from linked third party websites of any data or materials posted on the Website. We are not responsible for the contents of any third party websites linked to the Website and do not make any representations or warranties regarding the contents or accuracy of materials on such third party websites.

6.3 We shall have the right to change, modify or remove any contents or materials whatsoever posted on the Website at its sole and absolute discretion for any reason and without notice.

7. Responsibility

7.1 We may not monitor the Website at all times but reserve the right to do so. We do not warrant that any web page will be viewed by any specific number of users or that it will be viewed by any specific user. We shall not in anyway be considered as your agent with respect to any use of the Website and shall not be responsible in any way for any

direct or indirect damage or loss that may arise or result from the use of the Website, for whatever reason.

- 7.2 Whilst endeavouring to provide a quality service to you, we do not warrant that the Website will operate error-free. If use of the Website or its contents result in the need for serving or replacing equipment or data by you, we shall not be responsible for those costs and consequences. The Website and its contents are provided on an “as is” basis at your own risk without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including without prejudice to the foregoing, in respect of merchantability, non-infringement of third party rights, fitness for particular purpose, or about the accuracy, reliability, completeness or timeliness of the contents, services, software, text, graphics and links of the Website.

8. Own Risk

- 8.1 We cannot guarantee that any message sent over the Internet will be completely secure. We will not accept any responsibility for any loss or damage incurred by you over the Internet. Communications over the Internet may be subject to incorrect data transmission, interruption and may experience delay due to Internet traffic or otherwise.
- 8.2 You shall use the Website and any other websites accessed through it, at your own risk. You acknowledge and agree that you are solely responsible for the form, content, accuracy and legality of any materials or contents placed by you and the consequences of your postings. We do not represent or guarantee the truthfulness, accuracy or reliability of any of the communications posted by other users or endorse any opinions expressed by users. Any reliance by you on material posted by other users shall be at your own risk.

8.3 We reserve the right to expel you and prevent your further access to the Website at any time for breaching the T & C or violating the law and also reserve the right to remove any material which is abusive, illegal, disruptive or inappropriate in our sole and absolute discretion.

9. Links to other websites

9.1 Where the Website provides links to third party websites, these are provided solely as a convenience to you and not in any way as an endorsement by us approving the contents on such websites. If you access any linked third party websites, you do so entirely at your own risk. We do not take any responsibility for or make any representations or undertakings as to their contents.

9.2 Linking the Website to any other websites without our prior written consent is prohibited.

10. Indemnity

You agree to irrevocably indemnify us, our officers, directors, employees and agents or any third party in full from and against any claims, liabilities, expenses, losses or damages and other costs whatsoever including but not limited to any claims made against us by any third party arising or resulting from your use of the Website or your breach of the T & C. We will provide you, if relevant, prompt notice of any such claim, suit or proceedings.

11. Termination of service

11.1 We shall have the right to limit the use of the services on the Website, including the period of time that contents will be posted on the Website, the size of the contents, e-mail messages or any other contents which are transmitted by such services. You

acknowledge that we shall not be liable to any party for any modification, suspension or discontinuance of such services.

11.2 We shall have the right to delete or deactivate any account, or block your e-mail or IP address, or terminate your access to such services on the Website, and remove any content within such services immediately for any reason without notice. We shall have no obligation to deliver to you any material or contents posted on the Website at any time, both before or after cessation of such services or upon removal of the related contents from the Website.

11.3 We make no warranty as to the continuous availability of the Website.

12. Disclaimer

12.1 In any event, we, or our officers, directors, employees or agents shall not be liable in any event for any losses, claims or damages suffered by you whatsoever and howsoever arising or resulting from your use or inability to access or use the Website and its contents, including negligence and disputes between any parties.

12.2 Accordingly, you agree not to bring a claim of any nature against us in relation to your use of or access to the Website except where not excluded by law. You acknowledge and agree that we will have the right (subject to the discretion of the Court) to a stay of proceedings if you bring any claim against us in breach of the foregoing.

13. Limitation of Liability

Without prejudice to the above and subject to the applicable laws, our aggregate liability to you for all claims arising from your use of services on the Website and the Website itself shall be limited to the amount of HK\$100.

14. Governing Law and Jurisdiction

The T & C as set out herein and any dispute or matter arising from or incidental to the use of the Website shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Both you and us shall submit to the non-exclusive jurisdiction of the courts of Hong Kong.