

**LEGAL TERMS AND CONDITIONS
FOR USE OF THE WEBSITE AND SALE OF THE WINE BY INTERNET VISITORS
("TERMS & CONDITIONS")**

MonteOliveto di Casá provides its services to you through the website www.monteolivetodicasa.it (the "Site"). Any use by you of the Site is subject to these Terms & Conditions, including our Privacy Statement. If you visit or purchase wine through the Site, you automatically accept these Terms & Conditions. We reserve the right to amend these Terms & Conditions from time to time without notice and at our discretion. It is your responsibility periodically to review this page for updates to these Terms & Conditions, which shall come into effect once posted. Your continued use of the Site will be deemed acceptance of these Terms & Conditions, including our Privacy Statement.

The Site is intended for use by you only if you are of legal age to consume or purchase alcoholic beverages in your country of residence and in the country from which you are accessing the Site. When consuming and purchasing age are different, the one retained is the eldest. If you do not fall within this category, you may be in breach of laws or regulations applicable in your country of residence or in your country of access and you should leave the Site immediately.

PLEASE LEAVE THE SITE NOW IF YOU DO NOT ACCEPT THESE TERMS & CONDITIONS, IF YOU ARE NOT OF A LEGAL AGE TO CONSUME OR PURCHASE ALCOHOLIC BEVERAGES IN THE COUNTRY IN WHICH YOU ARE LOCATED OR IF YOU ARE IN A COUNTRY WHERE USE OF THIS SITE IS NOT PERMITTED.

For more information relating to the responsible consumption of alcohol, please visit the following web sites:

www.efrd.org
www.soifdevivre.com

1. The wine list displays the wine that can be purchased through our Site. All purchases of the wine of MONTEOLIVETO DI CASA' through the Site are final and cannot be returned. The price of the wine does not include VAT tax and shipping costs, which will vary depending on your shipping address. The address and zip code that you will be asked to enter will be used to calculate the appropriate shipping costs. MONTEOLIVETO DI CASA' reserves the right to modify its prices at any time without notice. The purchase of the wine through this Site constitutes a shipment contract. As such, you assume the risk of loss and title for the wine in transit upon delivery to the carrier. In the event of damage or loss during transit, it is your responsibility to file a claim with the carrier.

2. MONTEOLIVETO DI CASA' endeavors to ensure to the fullest extent reasonably feasible that the information provided in this Site is up-to-date. MONTEOLIVETO DI CASA' reserves the right to correct the content of this Site, at any time without prior warning. Any subsequent use of the Site indicates your acceptance of such Terms & Conditions as modified from time to time.

3. Notwithstanding the above, MONTEOLIVETO DI CASA' does not warrant the correctness, reliability, accuracy or exhaustive nature of the products and services provided on this Site. MONTEOLIVETO DI CASA' makes no warranty that the service will meet your requirements, will be uninterrupted, timely, or that the quality of any product, services, information or other material purchased or obtained by you through your use of the Site will meet your expectations. If your use of the Site will require replacing equipment or data, you will be responsible for the costs of such replacement. Your use of the Site and services offered in connection with the Site is at your own risk. If you are dissatisfied with any part of the Site offered through the Site or with this Terms & Conditions or any other rules and policies your sole remedy is to discontinue use of the Site.

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4. MONTEOLIVETO DI CASA' declines all responsibility and may not be held liable in any case for any inaccuracy, isolated and unforeseen error or omission relating to information available on the Site, and for any damage resulting from a fraudulent intrusion by a third party that has led to a modification of the information provided on the Site.

MONTEOLIVETO DI CASA' SHALL UNDER NO CIRCUMSTANCES BE LIABLE WHETHER IN CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AND CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, GOODWILL, USE, DATA OR INTANGIBLE LOSSES.

In any event, MONTEOLIVETO DI CASA' expressly limits any and all liability it may have in respect of your use of this Site to not more than €50,00 in aggregate.

5. Each of the provisions of this section (and each part thereof) shall be given effect to the fullest extent permitted by applicable law and the invalidity or unenforceability of any provision shall not render the remaining provisions invalid or unenforceable. Subject to the foregoing, MONTEOLIVETO DI CASA' may not be held liable for any harm whatsoever that may occur when connected to the Site.

6. The Site (including all text, images, web pages, sound, video and other material on or accessible via the Site) as well as any software that needs to be used in relation to the former, may contain information that is protected by intellectual property rights or other legislation. For the purposes of these Terms & Conditions, intellectual property rights include, without limitation, all copyright, designs, trademarks, rights in data, database rights, know-how, rights in the set up of the Site and any other intellectual property rights of any kind, whether registered or not, worldwide.

MONTEOLIVETO DI CASA' has, where necessary, secured the appropriate intellectual property rights relating to the reproduction and or use by it of any and all images available in this Site.

Except where stipulated to the contrary, intellectual property rights to documents contained within the Site and each of the items created for the Site are the sole property of MONTEOLIVETO DI CASA' or its licensors: no license or any right other than the right to view the Site is granted to anyone, with regard to intellectual property rights. Specific additional details and limitations to intellectual property rights, as the case may be, are explicitly stated in the Site. You must comply with any usage restrictions identified on this Site. MONTEOLIVETO DI CASA' reserves the right to withdraw usage rights without notice and the user hereby indemnifies MONTEOLIVETO DI CASA' from any and all improper use or non compliance with said stated intellectual property rights.

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Printing or downloading any material or information that is contained on the Site is subject to the five following additional conditions: (i) the material or information is exclusively for personal and not commercial use, (ii) information relating to the existence of a copyright or any other mention of property rights must not be removed from the material or information, (iii) the material or information must not be modified in any way whatsoever, (iv) you are in a country where the consumption or purchasing of alcoholic drinks is authorized and (v) you are of a legal age to consume or purchase alcoholic drinks in the country in which you are situated.

You are also prohibited from copying, modifying, creating a derived piece of work, inverting the design or composition or in any other way attempting to find the source code, selling, passing on, sub-licensing or transferring any right relating to the software used to operate this Site in any way whatsoever.

Finally, you are also prohibited from modifying the software or using modified versions of the software, specifically (without this list being exhaustive) with a view to obtaining unauthorized access to the service and accessing the Site by another means than via the interface that you have been provided with for this purpose by MONTEOLIVETO DI CASA'.

7. To the extent you communicate with other users of the Site using the Site, we do not necessarily actively monitor such communications and such communications are not

endorsed by us and do not necessarily reflect our opinions. Nor do we control content submitted by third parties through the Site. Your use of the Site is at your own risk. However, we reserve the right, but not the obligation, to monitor use of the Site and to remove any content which, in our sole discretion, we believe may be offensive, illegal or otherwise objectionable in any way. You may not use the Site to conduct any commercial activity or to sell or endorse any product or service.

8. These Terms & Conditions, including our privacy statement below, constitute the entire agreement between you and MONTEOLIVETO DI CASA' regarding the use of this Site. Failure to enforce any provision of these Terms & Conditions shall not constitute a waiver of such provisions. If any provision of these Terms & Conditions is unenforceable or invalid under applicable law, the other provisions of the Terms & Conditions shall remain in full force and effect. MONTEOLIVETO DI CASA' may transfer its rights and obligations under these Terms & Conditions to third parties. You may not assign your right or delegate your duties under this Terms & Conditions.

MONTEOLIVETO DI CASA' shall not be liable for any failure to perform its obligations under these Terms & Conditions if such failure results from act of God or other cause beyond its reasonable control, including, without limitation, any mechanical, electronic or communications failure.

These Terms & Conditions are subject to Italian law. Any dispute arising out of this Terms & Conditions shall be submitted to the jurisdiction of the Court in Turin, Italy.

9. The following statement describes MONTEOLIVETO DI CASA' s practices as regards the collection and use of information relating to identifiable individuals ("personal information") for this Site, in particular the type of information collected and the way in which it is used.

In general terms, you may visit this Site without needing to supply personal information such as your name, address, telephone number or e-mail address, unless you purchase our wine through this Site. However, when you enter the Site, you will be asked to verify that you are of the legal authorized age for consuming or purchasing alcoholic drinks in the country in which you are situated. We use this information to prevent minors and those who live in a country where the consumption of alcoholic drinks is prohibited from accessing the Site.

In certain sections of the Site, we may ask you to provide certain items of personal information in order for us to provide you with the information that you have requested, respond to your reactions on line and even to enable you to take part in our surveys. We may also request certain demographic data (language, country of residence), in order to adapt the content of the Site to your needs. You are not obliged to give us this personal information, but please be aware that without it we may be unable to respond to certain of your requests. If you do not wish personal information to be collected, all you need to do is not respond to requests for information on the Site.

We use personal information relating to you to administer this Site and operate our

business, for marketing and statistical research, to provide you with information you have requested, to inform you of products and services provided by MONTEOLIVETO DI CASA' and otherwise as reasonably required by applicable law.

We do not sell or otherwise disclose this information to third parties, unless required for the foregoing purposes, or if we are required to do so by law, by the relevant authorities or in order to comply with legal proceedings. This may involve the worldwide international transfer of personal information relating to you to or service providers and business partners for the foregoing purposes.

We may share data with other companies, with which we work, for the purpose of market research.

When you visit our Site, the web server automatically sends us your IP address as well as information including the date and duration of your visit to our Site or even the IP addresses to which you are directed using links provided on our Site. This information may be used in order to adapt the content of our Site to meet your needs.

Just like numerous companies, we can store information on your computer in the form of "cookies". Cookies enable us to see, in particular, what Sites you have visited before coming to ours or even what pages you have viewed on our Site. These cookies are in no way capable of collecting personal information. You can remove these cookies from your hard disk, block them or even request a warning before they are stored on your hard disk.

We would like to remind you that this Site is not designed for use by minors and people who are not of a legal age to consume or purchase alcoholic drinks in their country of residence. As a result, MONTEOLIVETO DI CASA' will not knowingly collect information on minors, whether they have been authorized by their legal representatives or not. Should the occasion arise, MONTEOLIVETO DI CASA' will not provide this information to third parties. Finally, we would like to remind you that you have a right to access, modify, correct and delete data relating to you. To exercise this right, please contact MONTEOLIVETO DI CASA' by email at infopoint@monteolivetodicasa.it.

MONTEOLIVETO DI CASA' will not send any un-solicited e-mail or spam to the extent this is prohibited by applicable laws. You can unsubscribe from the mailing list at any time by sending an e-mail to the following address:

infopoint@monteolivetodicasa.it with the word "UNSUBSCRIBE" in the subject line.

Any reference to a specific product or service does not mean that MONTEOLIVETO DI CASA' intends to make these products or services available in all countries.

The Site may include links to other web sites or other internet sources. As MONTEOLIVETO DI CASA' cannot control these web sites and these external sources, MONTEOLIVETO DI CASA' cannot be held responsible for the provision of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or

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