

TERMS OF SERVICE

Overview

This website is operated by Kalea Wines LLC and/or its affiliates (collectively referred to herein as “**Kalea Wines**”, “**we**”, “**us**”, “**our**”). By using our websites (including www.barboutiquenj.com and www.barboutiquenj.net), mobile applications and social media pages (collectively, the “**Website**”), and by purchasing products or services from us, you are using our “**Service**”. Your use of the Service is subject to the following terms (“**Terms of Service**”).

PLEASE NOTE THAT THESE TERMS OF SERVICE ARE A LEGAL AGREEMENT BETWEEN YOU AND KALEA WINES. YOUR USE OF THE SERVICE AND WEBSITE ARE CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF SERVICE, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE OR SERVICE. YOUR USE OF THE WEBSITE OR SERVICE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THESE TERMS OF SERVICE.

Age Requirements

THE WEBSITE AND SERVICE ARE FOR PERSONS 21 YEARS OF AGE AND OLDER. YOU MAY NOT ENTER THE WEBSITE OR USE THE SERVICE IF YOU ARE UNDER 21.

We do not sell alcohol to persons under the age of 21. By using the Website or Service, you represent and warrant that you are at least 21 years of age. You further represent, warrant and covenant that you will not use Kalea Wines to purchase, ship or deliver alcoholic beverages to any person under the age of 21.

Parental Control Protections

Please note that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to content that may be harmful to minors. Among the many companies providing Internet blocking and screening software are CyberPatrol, NetNanny, SurfWatch and GuardOne. We do not sponsor or endorse any of these companies or their services.

Content and IP Ownership

All content included on this Website, including without limitation text, photos, graphics, logos, button icons, characters, artwork, images, audio clips, digital downloads, data compilations, software and other content (collectively, “**Site Content**”), and all HTML, CGA and other code and scripts in any format on or used to implement the Website (collectively, “**Site Code**”), is either the property of Kalea Wines or used by Kalea Wines under license, and is protected by U.S. and international copyright law and other intellectual property laws. The selection, arrangement, and compilation of all content, facts, data and information on the Website is the exclusive property of Kalea Wines and protected by U.S. and international laws. The mark Kalea Wines™ (the “**Trademark**”) is the exclusive property of Kalea Wines.

Using the Service or Website does not give you ownership of any intellectual property rights in or to the Service, Website, Site Content or Site Code. You may not use Site Content or Site Code unless you obtain express written permission from us or are otherwise permitted by law. These Terms of Service do not grant you the right to use the Trademark or any branding or logos used in our Service. You may not remove, obscure or alter any legal notices displayed on the Website.

License and Access

Subject to the terms and conditions herein, and your compliance therewith, Kalea Wines grants you a limited, revocable, nonexclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Service. You may use our Service only as permitted by law, including applicable export and

re-export control laws and regulations. We may suspend or stop providing our Service to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

The Website is available only for your personal use, which is limited to viewing the Website, providing information to the Website, downloading product information or other materials made available for download for your personal use, purchasing products, and accessing any other features or functions made available to you on the Website.

You expressly agree and acknowledge that the license granted herein does not include any of the following: (i) resale or commercial use of the Service, Website, Site Content or Site Code; (ii) any collection or use of any product listings, descriptions or prices; (iii) any derivative use of any Service or its contents; (iv) any downloading or copying of account information for the benefit of another merchant; (v) any downloading (other than page caching) or modifications of any portion of the Service; (vi) any use of data mining, bots or similar data-gathering and extraction tools; or (vii) any attempt to access the Service using a method other than the interface and instructions that we provide.

All rights not expressly granted to you in these Terms of Service are reserved and retained by Kalea Wines. Nothing in these Terms of Service confers to you or any third party (by implication, estoppel or otherwise) any proprietary or industrial right belonging to Kalea Wines. Your failure to comply with these Terms of Service will constitute breach of contract and will violate our copyright, trademark and other commercial, proprietary and industrial property rights. The license granted by Kalea Wines herein shall automatically terminate if you do not comply with these Terms of Service.

User Obligations

You agree not to misuse the Service. You agree to use the Service only as permitted by law. By placing an order through the Service, you represent and warrant that you are acting in a manner compliant with applicable local and state laws and regulations regarding the purchase, transportation and delivery of alcoholic beverages. You agree that any alcoholic beverages purchased from Kalea Wines is intended for personal consumption by an adult over the age of 21 and not for resale.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, Website, Site Content or Site Code without our express written permission. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, distribute, sell, resell, visit, upload, transmit, display for redistribution to third parties, republish to third parties, or otherwise exploit, the Service, Website, Site Content, Site Code or any part thereof, for any commercial purpose without our express written and signed consent.

You agree not to frame or utilize framing techniques to enclose the Trademark, or any other trademark, logo or other proprietary information (including images, text, page layout or form) of Kalea Wines, without our express written consent. You may not use any metatags or any other "hidden text" utilizing our name or trademarks without our express written consent.

You agree not to access, tamper with, or use nonpublic areas of the Website or Kalea Wines' computer systems. Unauthorized individuals attempting to access or tamper with these areas may be subject to prosecution.

You agree not to access the Website with any manual or automated process for any purpose other than to purchase products and services through the Website as expressly allowed by these Terms of Service. Use of any automated system or software to extract data from the Website is prohibited, regardless of whether such use is for commercial or noncommercial purposes. Use of data scraping, data mining, bots or similar data-gathering and extraction tools, is expressly prohibited.

In addition to other prohibitions as set forth in this Terms of Service, you are expressly prohibited from using the Service or Website: (i) for any unlawful purpose; (ii) to solicit others to perform or participate in any unlawful acts; (iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation,

religion, ethnicity, race, age, national origin, or disability; (vi) to submit false or misleading information; (vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (viii) to collect or track the personal information of others; (ix) to spam, phish, pharm, pretext, spider, crawl, or scrape; (x) for any obscene or immoral purpose; or (xi) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Website, Service or any related website for violating any of the prohibited uses.

You acknowledge and agree that you will use this Website and any products ordered through this Website in accordance with all applicable federal, state and local laws, statutes, regulations, ordinances, and common sense, and will not take any action that harms or violates the rights of any person or entity.

Use by Organizations

If you are using our Service on behalf of a business, company, employer, association, organization or other entity (“**Organization**”), the Organization accepts these Terms of Service by your continued use of our Service. Do not use the Website if you do not have the authority from your Organization or your Organization does not accept and agree to these Terms of Service. To the greatest extent permitted by law, your Organization agrees to hold harmless and indemnify Kalea Wines and its affiliates, successors, officers, agents and employees from any claim, suit or action, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys’ fees, arising from or related to your use of the Service, purchase of products through the Website, or violation of these Terms of Service.

Product Descriptions and Pricing

Kalea Wines attempts to be as accurate as possible in its descriptions of products. However, Kalea Wines does not warrant that product descriptions or other content of this Website is accurate, complete, reliable, current or error-free. We reserve the right to make corrections and changes to the Website, including product descriptions, at any time without notice.

We reserve the right to limit the sales of our products or Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this Website is void where prohibited.

Despite our best efforts, some information on our Website may be incorrect. Kalea Wines shall have the right to refuse or cancel any orders placed for products and/or Services listed at an incorrect availability status, price, rebate or refund, or containing any other incorrect information or typographical errors. We have the right to refuse or cancel any such orders regardless of whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will issue a credit to your credit card account in the amount of the charge.

Prices displayed are quoted in U.S. dollars. Purchases are subject to applicable taxes to be paid by the purchaser, and do not include shipping and handling, except as otherwise noted.

Kalea Wines reserves the right to change its prices and billing methods at any time, effective immediately.

Ordering Disclaimer

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. We reserve the right to accept or deny shipment to anyone for any reason. We reserve the right to require additional information before processing any order. If an order appears fraudulent in any way, we reserve the right to cancel the order and notify the cardholder and/or the authorities.

Returns, Refunds and Exchanges

We can only accept returns and issue refunds or exchanges if the products received by you are defective or damaged. Should you wish to return a product purchased through the Website, please contact us at info@barboutiquenj.com within ten (10) days of your purchase to discuss whether your item is eligible for return, refund or exchange. Please note that certain states prohibit returns of alcohol except where the product is spoiled or otherwise unfit for consumption.

If a product delivered to you has been damaged during shipment, please email us at info@barboutiquenj.com within three (3) days of receiving the shipment to discuss a replacement.

Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Your credit card may be processed by a third party vendor engaged by us for certain services, including processing credit card payments and managing orders. As such, your Personal Information and credit card data may be provided to such vendor for such purposes. You understand that your content (not including credit card information), may be transferred unencrypted and involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

If you use the Website or Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities and communications that occur under your account or password.

User-Generated Content

You may have the opportunity to submit or upload information on or to the Website. Such information may include without limitation comments, reviews, feedback, text, data, questions, suggestions, ideas, concepts, know-how, techniques, photos, graphics, images, testimonials or other communications (collectively, “**User Content**”). You agree that any such User Content will not be unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, indecent, inflammatory, libelous, tortious, hateful, racially or ethnically objectionable, or invasive of another’s rights including but not limited to rights of celebrity, privacy and intellectual property.

We do not seek to solicit any confidential or proprietary ideas, suggestions, materials or other information relating to developing, designing, redesigning, modifying, manufacturing or marketing our products or Services. You agree that User Content you submit shall not be deemed confidential, but may be subject to our Privacy Policy as applicable.

You may only submit User Content that is your own original work. You may not infringe, misappropriate or violate the rights of third parties by your submission of any User Content.

If you submit User Content, you agree to these Terms of Service, and you warrant that we may edit, alter, reproduce, use, disclose, distribute and publish such User Content, create derivative works from such User Content, use such User Content as part of our operations, and develop or incorporate any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever in our Service or products without limitation or liability or obligation to you or any third party.

You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content you submit. You acknowledge and agree that we may preserve User Content and may publicly disclose User Content in accordance with our Privacy Policy.

You agree to waive any claims against Kalea Wines and its affiliates, contractors, agents and employees for losses, damages and injuries which are based on or relate to User Content made available on the Website. By using our Service, you agree to indemnify Kalea Wines and its affiliates from all claims and expenses, including reasonable attorney's fees, whenever such claims are based on or arise from (i) User Content you approve or provide or (ii) your violation of any of the provisions of these Terms of Service.

We reserve the right to remove User Content in our sole discretion. However, we do not assume any obligation to review User Content.

Third Party Sites and Tools

Our Website and Service may display links to third party content. This content is the sole responsibility of the entity that makes it available. Hyperlinks are included solely for your convenience, and we make no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided on third party websites. We do not assume any obligation to review third party content.

We may provide you with access to third party tools on the Website. We do not monitor or have any control over such third party tools. Access to such tools is provided "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third party provider(s).

We are not liable for any harm or damages related to the purchase or use of products, services, content, tools, or any other transactions made in connection with any third party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third party products should be directed to the relevant third party.

Disclaimer of Warranties

THIS WEBSITE AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, SERVICES, OR PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND OF THE SERVICES IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ALL PRODUCTS AND SERVICES. WE DO NOT WARRANT THAT THIS WEBSITE, THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE FREE OF ERRORS, DEFECTS, COMPUTER VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

IN NO CASE SHALL KALEA WINES, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS,

LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF KALEA WINES FOR ANY CLAIM UNDER THESE TERMS OF SERVICE OR FOR ANY WAIVEABLE WARRANTY IS LIMITED TO THE AMOUNT YOU PAID US FOR THE SERVICES OR PRODUCTS.

Digital Millennium Copyright Act Claims

We respond to notices of alleged copyright infringement according to the process set out in the U.S. Digital Millennium Copyright Act. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a Written Notice of Copyright Claim containing the information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

- An electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on our Website;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate, that the owner has a legitimate and exclusive right to the work, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send the Written Notice of Copyright Claim to:

Kalea Wines LLC
Attn: Owner; Copyright Agent
110 East Main Street
Ramsey, NJ 07446
info@barboutiquenj.com

Applicable Law, Venue, And Jurisdiction

You agree that the applicable U.S. federal laws and the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Service and any dispute, action, claim or cause of action arising between you and Kalea Wines relating to these Terms of Service or the Website, Services, Site Content, Site Code, or User Content. For such claims, you irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York, U.S.A., and you promise not to commence any litigation relating to such claims except in the courts in New York City, New York, and you agree not to plead or claim in any court of the State of New York that such litigation brought there is in an inconvenient forum.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

These Terms of Service and any policies or operating rules posted by us on this Website or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof). The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

Changes To Terms Of Service

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our Website or Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Privacy Policy

Our Privacy Policy is posted on the Website, and explains how we use Personal Information collected through the Website. By using our Website and/or Service, you accept the terms of our Privacy Policy.

Contact Information

Questions about these Terms of Service should be sent to us at info@barboutiquenj.com.

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