

4201 Santa Rosa Avenue, Santa Rosa, California 95407 | (707) 595-3612

[www.oenovaults.com](http://www.oenovaults.com)

**1. PARTIES AND DATE.** This Agreement of Terms and Conditions ("Agreement") is entered into in duplicate, as of the date set forth in the Sign-Up Information by and between *Generation Second Investors LLC dba Oeno Vaults* ("OV"), 4201 Santa Rosa Avenue, Santa Rosa, California 95407 (the "Facility"), phone number (707) 595-3612, e-mail address for notice: [info@oenovaults.com](mailto:info@oenovaults.com), and the individual(s) named in the Sign-Up Information ("Member") for the purpose of engaging the services of OV, which services include the storage of wine, beer, olive oil, other high-valued liquids or other items that may, at OV's sole discretion, be permitted to be stored by Customer at OV's Facility (each, a "Product," and collectively, the "Products") and the pick-up and delivery of such Products in accordance with Section 5, below (collectively, the "Services"). By entering into this Agreement, Customer represents that Customer is of legal drinking age.

**2. TERM.** The term of this Agreement shall commence as of the date set forth in the Sign-Up Information ("Anniversary Date") and shall continue on a month-to-month basis, unless sooner terminated by Customer or OV pursuant to Section 5 below. In the event Customer enters into an annual contract, the term shall commence as of the Anniversary Date and shall continue for a period of twelve (12) months thereafter. After the end of the initial twelve (12) month period, the annual contract shall renew for consecutive twelve (12) month periods at the prevailing rental rate, unless terminated by Customer or OV pursuant to Section 4 below.

**3. MEMBERSHIP FEE, STORAGE FEES AND LATE FEES.**

**3.1. Membership Fee.** There are two levels of membership, the Premium Membership and Executive Membership. The Membership Fee for the Services provided under the Premium level shall be calculated at a base rate of Seventy Five Dollars per month (\$75.00/Month) The Membership Fee for the Services under the Executive level shall be charges at base rate of Thirty Five Dollars per month (\$35.00). The Membership Fee shall be charged in advance on the Member's Anniversary Date as defined in Section 2 above.

Member shall pay OV by automatic credit card debit only (unless an alternate payment arrangement has been approved in advance by OV) the amount(s) set forth in the Sign-Up Information, or as may be agreed to in writing between Member and OV. Member agrees to keep a valid credit card on file with OV at all times, and failure to do so constitutes a material breach of this Agreement. The (Membership Fee may be changed at any time by OV giving thirty (30) days written notice to Member at the address or e-mail set forth in the Sign-Up Information.

**3.2 Storage Fee.** Each bottle or pre-approved Product stored by Member at the OV Facility shall be subject to the following tiered pricing structure: For Premium level memberships:

- ✓ Products 0-144 are included in the monthly membership price.
- ✓ Products 145 and above shall be charged at a rate of \$0.35/product/month.

For Executive level memberships:

- ✓ Products 0-12 are included in the monthly membership price.
- ✓ Products 13 and above shall be charged at a rate of \$0.35/product/month

The daily storage fee will be calculated, and accrue, by multiplying the tiered pricing rate per product divided by a 30-day calendar month. The Member will be charged the total Storage Fee in arrears on the Member's Anniversary Date as defined in Section 2 above. The Storage Fee may be changed at any time by OV giving thirty (30) days written notice to Member at the address or e-mail set forth in the Sign Up Information.

**3.3. OV's Remedies for Late Payment of Service Fee.**

**3.3.1. Courtesy Notices.** If on the Anniversary Date of any month during the term of this Agreement Member's credit card payment is dishonored, or if any amounts are due and owing on Member's account, Member's account shall be deemed overdue, and all of OV's obligations to fulfill Member's shipment pick-up, or delivery requests will be terminated. Upon receiving notification that Member's credit card payment is dishonored, OV shall send to Member a courtesy e-mail to the e-mail address on file providing a link for Member to update Member's online credit card information and to submit payment ("First Attempt"). Ten (10) days after the First Attempt, OV will attempt to charge Member's credit card on file a second time ("Second Attempt"). If Member does not take action to update Member's credit card information, and/or the Second Attempt is dishonored, OV will send Member a second courtesy e-mail informing Member that the Second Attempt was dishonored, and that Member may be

subject to an administration fee in the amount of \$25.00. Thirty (30) days after the First Attempt, OV will attempt to charge Member's credit card on file a third time ("Third Attempt"). Should Member fail to update Member's credit card information, and/or the Third Attempt is dishonored, OV will send a third courtesy e-mail informing Member that a \$25.00 administration fee has been charged to Member's Account, that Member's right to access the Oeno Vault's Website (defined below) will be terminated if Member's account is not paid in full within thirty (30) days of the date of the Third Attempt, and requesting that Member update Member's online credit card information and to submit payment.

**3.3.2. Notice of Abandonment.** Sixty (60) days after the First Attempt, OV will attempt to charge Member's credit card a fourth and final time ("Fourth Attempt"). If the Fourth Attempt is dishonored, OV shall send to Member via certified mail a Notice of Abandonment of Member's Vault Space ("Notice of Abandonment"). The Notice of Abandonment shall inform Member that: (a) Member's account has been overdue for a period of sixty (60) days, (b) Member's right to access the Oeno Vault's Website and/or Mobile App (defined below) is terminated unless and until Member pays in full all amounts due and owing on Member's account, and (c) all property remaining in Member's Vault Space (defined below) thirty (30) days after the date of the Notice of Abandonment shall become the sole and exclusive property of OV.

**3.3.3. Abandonment of Member's Property.** Member agrees that any Products of Member remaining at OV's Facility thirty (30) days from the date of the Notice of Abandonment is evidence of Member's intent to relinquish the property without the intention of reclaiming possession ("Member's Abandonment"). Should Member fail to respond to the Notice of Abandonment, or if Member fails to take action to reclaim possession of Member's personal property within thirty (30) days from the date of the Notice of Abandonment, all of Member's Products remaining at OV's Facility shall become the sole property of OV, and shall be considered adequate consideration for all amounts due and owing on Member's account as provided in Section 3.2.4., below.

**3.3.4. LIQUIDATED DAMAGES. MEMBER AND OV EACH AGREE THAT IN THE EVENT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY MEMBER AND/OR IN THE CASE MEMBER FAILS TO PAY THE SERVICE FEE PURSUANT TO THIS AGREEMENT, THE DAMAGES TO OV WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN. THEREFORE, IN THE EVENT OF A MATERIAL DEFAULT OR BREACH BY MEMBER, THE CONTENTS OF MEMBER'S VAULT (THE "VAULT CONTENTS") SHALL SERVE AS LIQUIDATED DAMAGES, WHICH LIQUIDATED DAMAGES SHALL SERVE AS A REASONABLE ESTIMATE OF THE DAMAGES TO OV, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF STORING THE VAULT SPACE CONTENTS, UNREIMBURSED PICK-UP AND DELIVERY COSTS INCURRED BY OV AT MEMBER'S DIRECTION AND OTHER COSTS INCURRED IN CONNECTION HERewith. MEMBER'S ABANDONMENT OF THE VAULT SPACE CONTENTS AND THE RETENTION OF VAULT SPACE CONTENTS BY OV SHALL BE OV'S SOLE AND EXCLUSIVE REMEDY AGAINST MEMBER FOR A MATERIAL BREACH OR DEFAULT BY CUSTOMER HEREUNDER, AND OV WAIVES ANY AND ALL RIGHT TO SEEK OTHER REMEDIES AGAINST MEMBER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE AND PAYMENT OF PAST DUE SERVICE FEES. THE RETENTION OF VAULT SPACE CONTENTS AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY**

**WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. OV HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH BREACH OR DEFAULT BY MEMBER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO RETAIN SUCH LIQUIDATED DAMAGES.**

**4. TERMINATION.** Notwithstanding the termination provisions set forth in Section 3.3, above, either party may terminate this Agreement by giving the non-terminating party thirty (30) days written notice. Any Membership Fee paid in advance of the termination shall be forfeited. No Membership Fee refunds shall be given. Should OV terminate this Agreement with inventory remaining in Member's Vault Space, OV shall be responsible for all costs associated with termination, including all packing and shipping of Member's Products to Member. Should Member terminate this Agreement, Member shall be responsible for all costs associated with packaging and shipping the Member's Products to Member. Within forty-eight (48) hours of termination by either party, Member shall provide OV with a destination address to ship the contents of Member's Vault Space. If Member fails to provide a destination address with forty-eight (48) hours, OV shall use the address set forth in the Sign-Up Information. Regardless of which party terminates this Agreement, OV shall have sole discretion in selecting the method of shipment.

#### **5. OV'S SERVICES.**

5.1. Member's Vault Space. As part of the Services provided by OV hereunder, OV agrees to let, and Member agrees to rent, space in the Facility described as a portion of a refrigerated Product vault ("Vault Space"), on the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, for purposes of Sections 3 and 4 above, "Vault Space" shall be read to include any Products stored by Member at the OV Facility.

5.2. Security of Vault. OV has equipped Member's Vault Space with a triggered alarm system, and has equipped the Facility with surveillance cameras and motion sensors that cover entry and exit points as well as major corridors.

5.3. Access to Vault Space. Member shall not have physical access to Member's Vault Space.

5.4. Refrigeration of Space. OV represents that Member's Vault Space is located within a temperature and humidity controlled environment operated for the sole purpose of storing the Products. OV has taken reasonable measures to ensure that the Facility remains at a constant temperature, including the installation of temperature and humidity monitoring devices and a backup diesel generator.

5.5. Oeno Vaults Website & Mobile App. Member shall be provided online access to the "Member" section of [www.oenovaults.com](http://www.oenovaults.com) ("Oeno Vaults Website") and may download OV's mobile application ("Mobile App") from designated application stores for either iPhone or Android operating systems. The Oeno Vaults Website and Mobile App will allow Member to view the inventory of Member's Vault Space, to schedule pick-up by OV of Member's Products within Napa and Sonoma Counties, to schedule an in-person pick-up request at the Facility and/or to facilitate the shipment of Member's Products from the Facility to Member's designated shipping destination. Member shall access the Oeno Vaults Website or Mobile App using Member's unique username and password.

5.5.1. Online Inventory Access. Member shall have the ability to view, using the Oeno Vaults Website or Mobile App, the inventory of Member's Vault Space using OV's inventory tracking system twenty-four (24) hours a day and seven (7) days a week, subject at all times to routine website or mobile application maintenance and internet service interruption.

5.5.2. Online Management of Member's Inventory. Member shall be solely responsible for arranging: (a) the acceptance of Products by OV at the Facility, (b) off-site pick-up of Member's Products by OV, (c) Member's pick-up of Products in-person at the Facility, and (d) for the shipment and delivery of Products to Member's designated shipping destination. OV reserves the right to provide generalized, nonspecific information as to Member's overall inventory, and inventory history, located at the Facility to third parties.

5.5.3. Verification. OV shall require verification of Member's password for all orders placed online and via telephone. Should Member appoint another person(s) or organization(s) to make arrangements on

Member's behalf, Member shall be responsible for the conduct of such person(s) or organization(s). Member agrees that possession of Member's password by person(s) or organization(s) making arrangements on Member's behalf constitutes full authority to give instruction for delivery of Products to or from Member's Vault Space.

5.6. On-Site Acceptance of Member's Products. OV will accept deliveries of Member's Products at the Facility.

5.7. Off-Site Pick-Up of Member's Products. For Premium level members, OV agrees to pick-up Products to be stored at the Facility on behalf of Member at wineries or other facilities within Sonoma and Napa Counties only. For Executive level members, a charge of Twenty Five Dollars (\$25.00) per-stop will be incurred. Member must arrange such off-site pick-up request using the Oeno Vaults Website, Mobile App or via telephone no less than seven (7) days in advance of the requested off-site pick-up. OV shall use climate-controlled transportation when transporting Member's Products from the pick-up location to the Facility.

5.8. In-Person Pick-Up of Products. Member may arrange to pick-up Products from the Facility. Member must schedule all in-person pick-ups on the Oeno Vaults Website, Mobile App or via telephone at least twenty-four (24) hours in advance of Member's arrival.

#### 5.9. Delivery of Products.

5.9.1. Scheduling Shipment. OV, at the direction of Member, agrees to facilitate the shipment of Member's Products to such locations using such parcel carriers as directed by Member or Member's authorized representative (the "Shipment Services"). Member shall submit a shipping request, designating what inventory from Member's Vault Space is to be shipped and to what location, no less than seventy-two (72) hours in advance of Member's requested shipment date. In order to avoid delays in shipping Member's Products, Member shall also provide to OV sufficient information to allow OV to facilitate Member's shipment with the desired parcel carrier, including the parcel carrier's name and contact information, Member's account number and any negotiated rate codes. OV shall use its best reasonable effort to facilitate Member's shipment by the date specified by the shipping request, however, failure to do so shall not constitute a breach by OV of this Agreement. Member may not ship more than 10-packages per calendar month (Shipping Allowance). Any shipments made in excess of Member's Shipping Allowance may be subject to an additional handling fee of \$25 dollars per additional package shipment.

5.9.2. Role of Member. Member warrants and agrees that Member will be the shipper of Member's Products for all purposes. Member agrees and accepts that OV's role in the shipment of Products shall be limited to preparing Member's Products for shipment. Member agrees and accepts that OV shall incur no liability as a result of Member shipping Member's Products to third parties, and Member further agrees to indemnify, defend and hold OV harmless from and against any damages incurred by OV as a result of OV facilitating the shipment of such Products on Member's behalf. Member warrants and agrees that Member is familiar with the laws governing the shipment of alcohol and other Products that may be delivered to or shipped from Member's Vault Space.

5.9.3. Carrier Contract. By clicking "Accept," Member, as the shipper of all Member's Products, represents to OV that Member fully understands and agrees to comply with all applicable shipping-related terms and conditions of the shipment carrier, including those terms and conditions relating to intrastate and interstate shipment of alcoholic beverages. Member acknowledges and agrees that it is Member's responsibility as the shipper to coordinate with the shipping company regarding the specific terms and conditions applicable to Member's shipment of the Products.

5.9.4. Costs of Shipping and Handling. Except as otherwise provided in Section 3 above, Member agrees and accepts that all costs incurred by OV associated with picking, packaging and shipping Member's Products shall be billed to Member's credit card on file. Member also acknowledges that OV reserves the right to modify its shipping rates at anytime without notice to Member.

5.9.5. Delivery of Products. OV at the direction of Member may deliver Member's Products using OV's refrigerated vehicle, or other vehicle as OV deems appropriate, to an address specified by Member so long as the address is within the designated delivery area as defined by OV, which may change from time-to-time. A delivery fee will be charged to Premium Member at a rate of \$50/hour for travel time to and from the OV facility to the designated delivery address. A delivery fee will be charged to Executive Member at a rate of \$75/hour for travel time to and from the OV facility to the designated delivery address.

5.10. No Warranties. OV disclaims any/all implied warranties of suitability or fitness for a particular use or purpose. Member agrees to use Vault Space only for the storage of Products that are lien-free and wholly owned by Member. Member's property is stored under the supervision and control of Member. Except as otherwise set forth herein, OV exercises neither care, custody, nor control over Member's stored property.

5.11. Member Waiver of Emotional Attachment. Member shall not store any collectibles, heirlooms, jewelry, works of art or any property of any type or kind that does not conform to the definition of "Products" in Section 1 above. Member waives any claim for emotional or sentimental attachment to the Products stored in Member's Vault Space. Member

specifically agrees that, with the exception of property prohibited by this Agreement, OV is not concerned with the kind, quality or value of the goods stored.

## **6. OV'S AUTHORITY.**

6.1. Authority to Process Member's Product Orders. Member grants OV full authority to accept and open packages addressed to Member for the purpose of inventorying the contents of Member's packages and placing the Products contained in such packages in OV's custom packaging containers for the purpose of storing the Products in Member's Vault Space.

6.2. Authority to Enter Member's Vault Space. Member irrevocably grants to OV for the term of this Agreement full authority to enter Member's Vault Space for the purpose of fulfilling a request described in Section 5, for conducting an internal audit, to consolidate inventory, or any other reasonable safety or operational purpose.

6.3. Limitations on OV's Authority. OV's employees are forbidden from providing any service on behalf of OV that are outside the scope of the Services expressly outlined in Section 5 of this Agreement. Should employees of OV provide Services outside the scope hereof at Member's request, such employee(s) shall be deemed to be the agent of Member regardless of whether payment for such service is made or not, and Member agrees to hold OV harmless from all liability in connection with or arising, either directly or indirectly, from such Services performed by one or more employees of OV.

**7. INSURANCE. MEMBER ACKNOWLEDGES THAT OV CARRIES LIMITED INSURANCE PROVIDING COVERAGE AGAINST THE LOSS OF CONTENTS STORED AT OV'S FACILITY. MEMBER ACKNOWLEDGES THAT THE INSURANCE COVERAGE CARRIED BY OV EXTENDS ONLY TO SUCH LOSS TO MEMBER'S PRODUCTS THAT (A) WITHIN OV'S EXCLUSIVE CONTROL AT THE FACILITY AT THE TIME THE DAMAGE TO SUCH PRODUCTS OCCURS AND (B) THE SOLE RESULT OF OV'S NEGLIGENCE OR WILLFUL MISCONDUCT. NOTWITHSTANDING THE FOREGOING, MEMBER AGREES TO SELF-INSURE (I.E. NOT TO CARRY INSURANCE) OR MAINTAIN, AT MEMBER'S EXPENSE, A POLICY OF FIRE AND EXTENDED COVERAGE INSURANCE THROUGH A LICENSED INSURANCE CARRIER WITH LIABILITY, THEFT, VANDALISM, AND MALICIOUS MISCHIEF ENDORSEMENTS FOR THE FULL VALUE OF MEMBER'S PRODUCTS STORED AT THE FACILITY. MEMBER SHALL NAME OV AS ADDITIONAL INSURED FOR EACH INSURANCE POLICY MEMBER MAINTAINS. THIS POLICY OF INSURANCE (OR SELF-INSURANCE) IS FOR THE BENEFIT OF BOTH MEMBER AND OV. MEMBER EXPRESSLY AGREES THAT THE CARRIER OF SUCH INSURANCE SHALL NOT BE SUBROGATED TO ANY CLAIM OF MEMBER AGAINST OV, OR OV'S AGENTS OR EMPLOYEES. MEMBER FURTHER AGREES TO INDEMNIFY AND HOLD OV HARMLESS FROM ANY EXPENSE, COST, OR DAMAGE INCURRED BY REASON OF ANY CLAIM OR ACTION BASED IN WHOLE OR IN PART UPON SUCH SUBROGATION. ALL SUCH INSURANCE REQUIRED HEREUNDER SHALL ALSO CONTAIN CROSS-LIABILITY ENDORSEMENTS, BE PRIMARY AND NON-CONTRIBUTING WITH RESPECT TO ANY POLICIES CARRIED BY OV AND SHALL STATE THAT ANY COVERAGE CARRIED BY OV SHALL BE EXCESS INSURANCE.**

**8. RELEASE OF OV'S LIABILITY. MEMBER UNDERSTANDS AND ACKNOWLEDGES THAT OV HAS TAKEN REASONABLE PRECAUTIONS CONSISTENT WITH INDUSTRY STANDARDS TO PROVIDE CONSTANT INTERNAL TEMPERATURE AND HUMIDITY CONTROL IN MEMBER'S VAULT SPACE, BUT OV DOES NOT WARRANT OR GUARANTEE A PARTICULAR TEMPERATURE OR HUMIDITY LEVEL WITHIN MEMBER'S VAULT SPACE. BECAUSE MEMBER IS SOLELY IN CONTROL OF THE PRODUCTS PLACED IN MEMBER'S VAULT SPACE, OV CANNOT WARRANT OR GUARANTEE THAT (A) MEMBER'S VAULT SPACE IS SUITABLE FOR ANY PRODUCTS MEMBER ELECTS TO STORE IN MEMBER'S VAULT SPACE, (B) STORING THE PRODUCTS IN THE VAULT SPACE WILL PRESERVE THE TASTE OR QUALITY OF SUCH PRODUCTS, OR (C) THE ITEMS DELIVERED TO OV PURSUANT TO SECTIONS 5.7 OR 5.8 HEREOF CONFORM TO MEMBER'S ORDER OF SUCH PRODUCTS OR ARE IN A CONDITION ACCEPTABLE TO MEMBER. IN THE EVENT THAT THE TEMPERATURE AND/OR HUMIDITY CONTROL MECHANISMS FAIL, OV SHALL CONTACT THE APPROPRIATE REPAIR PERSONNEL WITHIN ONE (1) HOUR OF LEARNING OF SUCH FAILURE AND SHALL TIMELY SCHEDULE ALL NECESSARY REPAIRS SO AS TO MINIMIZE THE IMPACT OF SUCH FAILURE. PROVIDED THAT OV TAKES THE STEPS SET FORTH IN THIS SECTION 8, OV SHALL HAVE NO LIABILITY FOR DAMAGE CAUSED TO MEMBER'S PRODUCTS AS A RESULT OF THE FAILURE OF THE TEMPERATURE AND/OR HUMIDITY CONTROL MECHANISMS. AS FURTHER**

**CONSIDERATION FOR THE USE AND OCCUPANCY OF THE VAULT SPACE, MEMBER AGREES THAT OV, ITS AGENTS, EMPLOYEES, AND ASSIGNS SHALL NOT BE LIABLE TO MEMBER, HIS/HER AGENTS, GUESTS, LICENSEES, OR INVITEES FOR ANY LOSS OR DAMAGE, INJURY, OR DEATH CAUSED TO THEM OR TO THEIR PROPERTY, AS A RESULT OF THE USE AND OCCUPANCY OF THE VAULT SPACE, UNLESS SUCH LOSS, DAMAGE OR INJURY ARISES FROM AN EVENT OR CIRCUMSTANCE WITHIN OV'S EXCLUSIVE CONTROL AND IS CAUSED SOLELY BY OV, ITS AGENTS, EMPLOYEES AND/OR ASSIGNS. MEMBER ACKNOWLEDGES THAT, DESPITE THE PRECAUTIONS UNDERTAKEN BY OV IN THE STORAGE OF MEMBER'S PRODUCTS, OV CANNOT SECURE AGAINST HAZARDS BEYOND ITS SOLE CONTROL, INCLUDING DAMAGE CAUSED BY THIRD-PARTY PARCEL CARRIERS OR MOLD, MILDEW OR AIRBORNE CONTAMINANTS. MEMBER FURTHER ACKNOWLEDGES THAT OV CANNOT INSURE AGAINST ACTS OF GOD, INCLUDING BUT NOT LIMITED TO, THE ELEMENTS OF WEATHER OR NATURAL DISASTER, INCLUDING EARTHQUAKES, TORNADOES, OR VIOLENT ACTS, INCLUDING TERRORIST ACTS, NUCLEAR RELEASE, OR EXPLOSIONS OF ANY OTHER NATURE. IT IS AGREED BY MEMBER THAT THIS RELEASE OF OV'S LIABILITY IS A BARGAINED FOR CONDITION OF THE SERVICE FEE SET FORTH HEREIN, AND THAT WERE OV NOT RELEASED FROM LIABILITY AS SET FORTH HEREIN, A MUCH HIGHER SERVICE FEE WOULD NEED TO BE AGREED UPON.**

**9. INDEMNIFICATION.** Member will indemnify, hold harmless, and defend OV from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought in part or wholly as a result of or arising out of Member's use of the Vault Space, including all such claims relating to Member's shipping of Products in accordance with Section 5.10. This indemnity specifically includes, but is not limited to, all liabilities released by Member in this Section 9.

**10. NOTICES--CHANGE OF ADDRESS.** All notices required or permitted by law, or by this Agreement, shall be sent in writing (i) to Member at Member's physical address and/or e-mail address set forth in the Sign-Up Information, and (ii) to OV at the physical address and e-mail set forth in Section 1.

**11. CHANGE IN AGREEMENT'S TERMS.** With the exception of the Membership Fee charged to Members who have entered into this Agreement for a term for twelve (12) months, any of the terms of this Agreement may be changed by OV by thirty (30) days written notice to Member. Any change in the terms of this Agreement shall not affect the validity or enforceability of this Agreement.

**12. ASSIGNMENT.** Member shall not sublet or assign the Vault Space or store property owned by others without the prior written consent of OV.

## **13. LIMITATIONS ON ACTIONS TO BRING SUIT.**

13.1. Mediation of Disputes. Any dispute arising out of this Agreement ("Dispute") shall be submitted to mediation by a mediator mutually agreed upon by the parties. The mediation shall consist of no less than two full days of mediation. In mediating the Dispute, the parties agree to use good faith, due diligence and sincere effort to resolve the Dispute. In mediating the Dispute, each party shall bear their own attorneys' fees and costs. If the parties are unable to resolve the Dispute after two full days of mediation, either party may commence litigation. Compliance with this Section shall constitute a condition precedent to the filing of any action against OV.

13.2. Limitation on Action. Any claims, suits or defenses to any action brought by Member which may arise out of this Agreement or out of the parties performances hereunder, or for the loss or damage to stored property shall be barred unless commenced by Member within one year after the date of the acts, omissions or alleged negligence giving rise to such claim, suit or defenses.

**14. ATTORNEY'S FEES.** In the event that a Dispute results in litigation, the prevailing party shall be entitled to recover from the other party all reasonable fees, costs and expenses of attorneys incurred by the prevailing party.

**15. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements made between residents of California for performance entirely within California. The federal and state courts residing in Sonoma County, California shall have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the personal jurisdiction of such courts.



## **ADDENDUM A**

### **Shipment Services Addendum**

In the event Member does not store any Products at the Facility and instead uses only OV's Shipment Services, the following provisions of the Agreement shall govern the relationship between Member and OV:

- Section 5.5 (Oeno Vaults Website & Mobile App)
- Section 5.6 (On-Site Acceptance of Member's Products)
- Section 5.7 (Off-Site Pick-Up of Member's Products)
- Section 5.9 (Delivery of Products)
- Section 6.3 (Limitations on OV's Authority)
- Section 7 (Insurance)
- Section 8 (Release of OV's Liability)
- Section 9 (Indemnification)
- Section 10 (Notices – Change of Address)
- Section 11 (Change in Agreement's Terms)
- Section 12 (Assignment)
- Section 13 (Limitations on Actions to Bring Suit)
- Section 14 (Attorney's Fees)
- Section 15 (Governing Law and Jurisdiction)

In addition to the foregoing, Member expressly acknowledges and agrees that OV may use personal information Member provides for purposes of corresponding with Member regarding other of OV's Services. OV will not, however, sell Member's personal information to third parties for any reason, nor will OV disclose Member's personal information to unaffiliated third parties who wish to offer their own products and services, unless Member specifically requests or authorizes OV to do so.