

Terms & Conditions

These Terms & Conditions constitute a legally binding agreement between VinoVida, Inc and you. By placing an order with VinoVida, Inc through any means such as our Website (<https://www.vinoidasd.com>), phone, or email, you represent and warrant that you understand and agree to be bound by these Terms & Conditions.

Eligibility: You must be at least 21 years of age to use our Website and to purchase and receive alcohol from VinoVida, Inc. By using our Website and/or placing an order with us, you swear and affirm that you are over the age of 21. All deliveries must be signed for, and accepted by, a person 21 years of age or older. A valid government ID may be required to complete delivery.

Modification to Terms & Conditions: VinoVida, Inc reserves the right to change these Terms & Conditions at any time. Notice to you is provided by the posting of a new version on our Website. It is your responsibility to review these Terms & Conditions periodically.

Limitation of Liability: Your use of the Website is at your own risk and you assume full responsibility for all costs associated with all necessary servicing or repair of any equipment you use in connection with your use of the Website. VinoVida, Inc makes no representation about the suitability, reliability, availability, timeliness, and accuracy of the Website. In no event shall VinoVida, Inc be liable for any indirect, punitive, incidental, special or consequential damages, or any damages whatsoever, including without limitation, damages for (i) loss of use, data, or profits, arising out of or in any way connected with the Website (ii) the use or performance of the Website (iii) the delay or inability to use the Website (iv) the provision of or failure to provide services (v) any claim otherwise arising out of the use of the Website. If you are dissatisfied with any portion of our Website, or with any of the Terms & Conditions, your sole and exclusive remedy is to discontinue use of the Website.

These Terms & Conditions, along with our Privacy Policy, compromise the entire agreement between you and VinoVida, Inc. California law will govern any action related to these Terms & Conditions. You agree to submit to the jurisdiction of the courts located in San Diego County in the State of California, for the resolution of any and all disputes arising from or related to the Terms & Conditions and/or your use of the Website.

Placing Orders / Using Our Service: VinoVida, Inc is a personalized wine shopping service. Our aim is to provide you with wine recommendations tailored to your palate; however, you may use or access our Website without creating an account or answering questions about your palate or current shopping needs. In order to place an order with VinoVida, Inc, you will need to provide your name, shipping address, billing address, financial information, telephone number, email address, and any other personal information we may need to communicate with you and fulfill your order(s). It is your responsibility to update and maintain the accuracy of the information related to any order.

If you choose to use the personal wine shopping service, you will need to provide information about your current shopping needs via a third party video interaction tool. Such information may include data about your tastes preferences or a particular situation that may be requiring our assistance in helping you choose a wine. By placing an order or providing information through the personal wine shopping service, you agree to be automatically enrolled in our notification services. Whenever we offer wines for sale that we feel match your taste preferences, we may send you a notification to alert you about the new wine for sale.

Payment & Pricing: Payment is due at the time of order placement via a valid credit/debit card or a third party payment provider such as Venmo or Paypal. When you provide the Website with your payment information, you are confirming that you are either the card or account holder and/or have permission from the card or account holder to use the card or account on our Website.

VinoVida, Inc reserves the right to change the price of any wine at any time. You agree to pay the listed price of the bottle, plus any applicable sales taxes levied by the State of California. Orders shipped within the State of California will be subject to the current state sales tax rate plus any additional sales tax charged by the county into which the wine will be delivered. VinoVida, Inc is required to collect the sales tax on your behalf and submit it to the proper authorities in the State of California. Orders shipped outside the State of California are not subject to California sales tax. See the section on Shipping for further information on your responsibilities to ship wine outside of the State of California.

Availability: We reserve the right to cancel any orders that cannot be fulfilled for any reason. If your order is cancelled, we will so notify you and refund any money you have paid us for that order.

Title: All wines sold by VinoVida, Inc are sold in California and therefore, title to wines purchased by you passes to you in California.

Delivery: Local delivery is available to addresses located in select zip codes within the County of San Diego in the State of California. Delivery is not guaranteed and we reserve the right to offer this option at our discretion. If your address is located within a zip code where we will deliver, local delivery will be offered to you as an option upon checkout. After your order is placed, we will contact you directly and inform you of the delivery date. Even if you live within a delivery area, you do not have to choose delivery and may opt for shipping if you so choose.

Shipping: We offer free shipping on 6 or more bottles shipped within the State of California and 12 bottles shipped outside the state. You have two shipping options available to you upon checkout - (1) you can have your wine shipped to you immediately for a flat fee or at no cost if you qualify or (2) you can 'Build a Box' and have your wine shipped to you when you have filled up a box at no cost.

IMMEDIATE SHIPPING: For every box containing 6 or more bottles of wine shipped within California (or 12 or more outside of California), there will be no charge to you for shipping costs. For every box containing fewer than 6 bottles (or fewer than 12 bottles outside of California), you will either be charged a flat fee of \$15 per order for orders being shipped within California or \$25 for orders being shipped outside of California.

BUILD-A-BOX: If you want to purchase less than the required minimums and still get free shipping, you may always choose to build a box. Upon checkout, select 'Build a Box' and order however many bottles you like during your current session on the Website. We will hold the wine for you and you can keep adding bottles to your box during future sessions on the Website. For addresses in California, once you reach 6 bottles, we will ship your box to you for free. For addresses outside of California, once you reach 12 bottles, we will ship your wine to you for free.

You are solely responsible for the shipment of wines. By placing an order with VinoVida, Inc, you thereby authorize VinoVida, Inc to act on your behalf to engage a common carrier to deliver your order to you. You are further responsible for any loss or damage to the wines once they have been picked up by the common carrier from our warehouse for delivery to you. You acknowledge and agree that various states impose limitations on the shipment of alcoholic beverages that may be purchased and

brought into their jurisdictions without requiring the purchaser, the seller, or the shipper to possess certain licenses or permits. VinoVida, Inc disclaims, and you agree to assume, all obligation and responsibility for applying for and obtaining any such permits or licensing. It is your responsibility to investigate such requirements and limitations and determine the manner in which alcoholic beverages may lawfully be shipped to you. You are responsible for all applicable taxes and fees due to your state stemming from your purchase from VinoVida, Inc. There will be no returns or refunds for issues related to or stemming from the shipment of alcoholic beverages.

Returns & Refunds: VinoVida, Inc is committed to delivering quality products and services to its customers. Because wine is subject to change in the bottle over time, VinoVida, Inc makes no warranty or guarantee of the quality or drinkability or satisfaction of any wine sold. You should inspect your wines immediately after delivery to be sure there are no discrepancies or condition issues. You must notify us of any problems within 14 calendar days of delivery. Requests for credits will be considered and acted upon in our sole discretion and may only be accepted or granted if there was an error in your order fulfillment or if there is an issue with the condition of the wine. California state law prohibits the return of alcoholic beverages.

Indemnification: You agree to defend, indemnify and hold harmless VinoVida, Inc and its officers, directors, shareholders, employees, agents, affiliates, representatives, , and successors from and against any claims, liabilities, damages, judgements, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violations of these Terms & Conditions.