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In consideration for opening and maintaining an account on the Sotheby's Wine Virtual Cellar Website, you shall, if applicable, pay the access fees for the Sotheby's Wine Virtual Cellar Website (the "Access Fees"), which are 600 USD. You will be charged the initial Access Fees on the next October 1 following the date your account is opened. Your subscription to access and use the Sotheby's Wine Virtual Cellar Website will automatically renew on October 1 of each subsequent year, and you will be charged the then-current Access Fees on that renewal date. Please note that Access Fees are subject to change. You may terminate your subscription at the end of each annual period on October 1 or at any time upon at least ninety (90) days' prior written notice, by submitting such request through the Sotheby's Wine Virtual Cellar Website. We have no obligation to refund any Access Fees paid by you, including for early termination of your subscription. For example, if you terminate your subscription effective on July 31, you will not receive a refund of Access Fees for the months of August and September. Access Fees will be waived if, on October 1 of each year, you have wine and/or spirits stored with Sotheby's through the Sotheby's Wine storage service (the Term of Use of which are found at [www.sothebyswine.com/ny/storage](http://www.sothebyswine.com/ny/storage)). You may pay the Access Fees by credit, debit, or check card. You agree to allow Sotheby's, or our payment affiliates or service providers, to process and store your payment card information. You also agree to pay all related taxes, and to reimburse Sotheby's, or our payment affiliates or service providers, as applicable, for all collection costs and interest for any overdue amounts. We may suspend or deny your access and use of the Sotheby's Wine Virtual Cellar Website for any failure to process your payment card. Failure to pay fees due after one hundred twenty (120) days shall entitle us to impose a late charge of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

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IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT SUCH WAIVER IS PROHIBITED BY LAW.

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