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19. Further Inquiries. You may direct questions about these Terms of Use, or other issues, to:

Sotheby’s Hong Kong Limited
5th Floor, One Pacific Place, 88 Queensway, Hong Kong
Attn.: Head of the Wine Department

Last Modified: 29 September 2020
Sotheby's Wine Virtual Cellar Terms of Use (UK)

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frame or link to the Digital Platforms without our express written permission or as otherwise expressly permitted pursuant to Section 8 below;

use the Digital Platforms or any services, content, functions, information, or materials available through the Digital Platforms for purposes of money laundering, bid rigging, price fixing or other unlawful collusion, price signaling or exchange of competitively sensitive data or information;

engage in activities, or use the Digital Platforms or any services, content, functions, information, or materials available through the Digital Platforms, in a manner that could damage, disable, overburden, or impair the Digital Platforms or our (or our third-party service providers') computing, storage or communications infrastructure, or interfere with any other party's use and enjoyment of the Digital Platforms;

use or deploy any software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware or network system or to damage or obtain unauthorized access to any system, data or other information of Sotheby's or any third party; or

attempt (or encourage or enable anyone else's attempt) to engage in any of the foregoing prohibited activities or otherwise alter or interfere with the Digital Platforms or any services, content, functions, information, or materials available through the Digital Platforms.

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6. User Information; Account Registration; Fees. In the course of your use of the Digital Platforms, you may be asked to provide certain personal information to us ("User Information"), including if you choose to register a user account on the Digital Platforms. Our information collection and use policies with respect to the privacy of such User Information are set forth in the relevant Sotheby's Privacy Policy. We will not knowingly collect personally identifiable information from any person that is actually known to us to be a child under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE DIGITAL PLATFORMS AT ANY TIME OR IN ANY MANNER.

You acknowledge and agree that you are solely responsible for the accuracy and content of User Information, and you agree to keep it up to date.

You may register for an account on the Sotheby's Wine Virtual Cellar Website. We may refuse to accept any application for an account registration, or may cancel any account registration at any time, in our sole discretion. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. You are solely responsible for maintaining the confidentiality of your access credentials and other account information, and acknowledge and agree
that you are and will be solely liable for any and all acts and omissions under your account, including any content that is posted or transmitted using the Digital Platforms. Without limiting the foregoing, you agree to use reasonable efforts to prevent unauthorized access to or use of your account and to preserve the confidentiality of your username and password, and any device that you use to access your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security of which you become aware. You will be solely responsible for losses incurred by Sotheby’s and others due to any unauthorized use of your account.

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). 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.

7. Submitted Materials. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Digital Platforms, by e-mail or in any other way. Any information, creative works, demos, ideas, suggestions, feedback, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (“Submitted Materials”) will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the relevant Sotheby’s Privacy Policy. By submitting or sending Submitted Materials to us, you: (a) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto (i.e., that the material you submit does not infringe the rights of a third party), and that any "moral rights" in Submitted Materials have been waived, (b) irrevocably assign to us all right, title and interest therein, and waive any rights therein that cannot be assigned to us (including moral rights), and (c) acknowledge that we have the unrestricted right to use Submitted Materials for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person. We are not responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.


9. Indemnification. You agree to defend, indemnify on demand and keep Sotheby’s and our affiliates, parents, subsidiaries and each of our and their respective officers, employees, agents, partners, content providers, service providers, suppliers and licensors (collectively, the “Released Parties”) indemnified, and hold the Released Parties harmless from any and all claims, liabilities, costs, losses (including without limitation consequential and indirect losses) and expenses, including reasonable attorneys’ fees, arising in any way from (a) your use of or reliance on the Digital Platforms or any services,
content, functions, information, or materials available through the Digital Platforms, (b) your placement or transmission of any message, content, information, software or other materials through the Digital Platforms, or (c) your fraudulent or deceptive acts or omissions, or breach or violation of the law (including infringement of any intellectual property or other right of any person or entity) or of these Terms of Use. We will provide notice to you promptly of any such claim, suit, or proceeding. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to assist and cooperate with our defense of such claim. In any event, you shall not settle any such claim without our prior written approval.

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12. **Copyright Agent.** We respect the intellectual property rights of others, and require that all who use the Digital Platforms do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to Sotheby’s Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

(a) Your address, telephone number, and email address;
(b) A description of the copyrighted work that you claim has been infringed;
(c) A description of where the alleged infringing material is located;
(d) 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;
(e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
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IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION
NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, (A) ANY BREACH OF THIS AGREEMENT, (B) THE USE OF, OR THE INABILITY TO USE, THE DIGITAL PLATFORMS OR THE CONTENT, MATERIALS, INFORMATION, OR FUNCTIONS AVAILABLE THROUGH THE DIGITAL PLATFORMS; (C) YOUR PROVISION OF INFORMATION VIA THE DIGITAL PLATFORMS; (D) ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE DIGITAL PLATFORMS; (E) ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE DIGITAL PLATFORMS, OR (F) LOST BUSINESS OR LOST SALES, EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, AUDIO OR SOFTWARE DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE DIGITAL PLATFORMS ARE ACCESSED, DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR OTHER PROPERTY THAT RESULTS THEREFROM OR FROM YOUR USE OF ANY SUCH MATERIALS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE DIGITAL PLATFORMS OR THE CONTENT, MATERIALS, INFORMATION, OR FUNCTIONS AVAILABLE THROUGH THE DIGITAL PLATFORMS EXCEED, IN THE AGGREGATE, FIFTY DOLLARS ($50.00).

15. Dispute Resolution. EXCEPT AS OTHERWISE PROVIDED UNDER THESE TERMS OF USE, ALL DISPUTES AND CLAIMS BETWEEN YOU AND SOTHEBY'S THAT ARISE OUT OF OR IN CONNECTION WITH, OR RELATE TO, THESE TERMS OF USE SHALL BE RESOLVED, AT THE FILING PARTY'S ELECTION, IN EITHER A SMALL CLAIMS COURT OR BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHICH ARBITRATION SHALL TAKE PLACE IN NEW YORK, NEW YORK. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM WITHOUT AFFECTING OTHER INDIVIDUALS.

YOU UNDERSTAND AND AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SOTHEBY'S SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER
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.

YOU UNDERSTAND THAT YOU AND SOTHEBY’S ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS BEFORE A JURY.

16. Local Standards. We do not represent or warrant that the Digital Platforms or any content, materials, information, or functions available through the Digital Platforms are appropriate for use in all locations. Persons who choose to access the Digital Platforms do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

17. Termination. Notwithstanding anything to the contrary set forth in these Terms of Use, we may terminate your access to all or any part of the Digital Platforms at any time, and/or block or prevent future access to and use of the Digital Platforms, in each case with or without cause, with or without notice and without attendant liability, effective immediately. Upon any termination, all rights and obligations of the parties hereunder shall cease and you shall immediately cease using the Digital Platforms, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of these Terms of Use shall survive and (b) the provisions of these Terms of Use that by their nature are intended to survive termination shall so survive. We maintain a policy that provides for the termination in appropriate circumstances of the Digital Platforms use privileges of users who are repeat infringers of intellectual property rights.

18. Miscellaneous. These Terms of Use and the relationship between you and us shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms of Use shall be commenced and be heard in the appropriate court in the State of New York, County of New York. Subject to the terms of Section 15 above (Dispute Resolution), you agree to submit to the personal and exclusive jurisdiction of the courts located within New York County in the State of New York. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. Except as otherwise set forth herein, these Terms of Use may only be amended by a written agreement executed by you and an authorized representative of Sotheby’s specifically referencing these Terms of Use. Any waiver of any provision of these Terms of Use by Sotheby's must be made in writing and signed by an authorized representative of Sotheby's and the provision to be waived. Headings used in these Terms of Use are for convenience only and are not to be relied upon. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. These Terms of Use will inure to the benefit of, and are intended to be enforceable by, Sotheby's successors, assigns and licensees. There are no third party beneficiaries to these Terms of Use.

19. Further Inquiries. You may direct questions about these Terms of Use, or other issues, to:

Sotheby's  
1334 York Avenue  
New York, New York 10021  
Attn: Website Management

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