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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.

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Copyright Agent:

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Sotheby's Hong Kong Limited  
5<sup>th</sup> Floor, One Pacific Place, 88 Queensway, Hong Kong  
Attn.: Head of the Wine Department

**Last Modified: 29 September 2020**



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- (f) use the Digital Platforms or any services, content, functions, information, or materials available through the Digital Platforms in violation of Sotheby's or any third party's intellectual property or other proprietary or legal rights;
- (g) frame or link to the Digital Platforms without our express written permission or as otherwise expressly permitted pursuant to Section 8 below;
- (h) 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;
- (i) 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;
- (j) 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
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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](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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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.

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