

SILK & SPICE

TERMS AND CONDITIONS OF USE

1. Acceptance and Changes of Terms and Conditions of Use

By browsing this Website, you agree to be bound by the Terms and Conditions of Use described below.

Sogrape Vinhos, S.A. maintains this Website for individual use in countries and other territories where alcohol consumption is legal and for people who are lawfully permitted to consume alcoholic beverages.

By using this Website, Users expressly accept these Terms and Conditions of Use. Please read it carefully.

Users shall leave this Website in case:

- they do not accept these Terms and Conditions of Use;
- are not of legal age to consume alcoholic beverages in their country and/or other territory where they are;
- if in a country or other territory where use and/or access to this site are not allowed.

Sogrape Vinhos, S.A. reserves the right to amend or adjust these Terms and Conditions of Use at any time, by simply making the new conditions available at the Website, being Users' responsibility its regular confirmation and compliance. Any amendments or adjustments are retroactively applicable. Any amendment regarding new services' features or performed for legal reason will enter into force immediately. In case the User does not agree with the amended Terms and Conditions of Use, it shall stop using it.

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2. Use of Website

User may freely use the Website provided that he/she complies with these Terms and Conditions of Use as well as any applicable legislation on intellectual property.

Users are solely responsible for their use of the content contained in this Website.

The following activities may not be performed:

1. Activities that violate the rights of the Sogrape Vinhos, S.A.;
2. Use of a false identity or concealment of identity;
3. Illegal activity, such as the use of information to trigger physical offenses to other individuals;
4. Violate the rules of use of this Website;
5. Reproduce content that is offensive, defamatory or likely to breach third parties' rights and privacy;
6. Jeopardize the security of this Website;
7. Install or attempt to install a virus;
8. Access through methods other than the interface and the instructions hereby provided.

User may print or have others print any downloadable material contained on this Website, on the following conditions:

- the material is intended solely for personal, non-commercial use;
- no indication of copyright or other proprietary notice is removed from the material;
- the material is not changed in any way whatsoever.

Any message and/or other content that Users transmit to this site or via e-mail to the newsgroup, file and/or any other means, shall be deemed non-confidential and non-reserved.

When sending a message to this website, Users automatically grant Sogrape Vinhos, S.A. free, unrestricted, perpetual, irrevocable, nonexclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform and/or display the message separately and/or as part of

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other contents in any form, media, or technology whether now known or hereafter developed for the future and further being entitled to sublicense said rights.

Users acknowledge that Sogrape Vinhos, S.A. is free to use any ideas, concepts, know-how or techniques contained in any message that Users transmit to this site for whatever purpose, including but not limited, the development, manufacture and/or marketing of products, and that Sogrape Vinhos, S.A. does not have to compensate Users or to recognize users as consideration for such use.

Sogrape Vinhos, S.A. does not assume any responsibility for any action or transmitted content by or between Users and/or any third parties within or outside of the Website. By accessing to any content of this Website, the User acknowledge that the content will be transmitted through email and that Sogrape Vinhos, S.A. cannot be held liable for any fraud, wrongful use related with the loss, full or partial copy on elements on sent messages.

3. Copyright, Trademarks and Other Intellectual Property Rights

The contents of this Website, including, but not limited to, trademarks, designs, logos, text, images, audio and video material as well as Website's look and feel, organization and layout or software code are exclusive property of Sogrape Vinhos, S.A., unless stated otherwise.

Users are not allowed to display, reproduce, distribute, modify, transmit and/or otherwise use the material property of Sogrape Vinhos, S.A. in any way, for any public and/or commercial purposes without the express prior written consent of Sogrape Vinhos, S.A.

Sogrape Vinhos, S.A. does not select or monitor in advance the contents of any messages sent to this Website by third parties and is not responsible for the selection and/or monitoring of the content of such messages. Should it be so notified, Sogrape Vinhos, S.A. may investigate whether any content sent to this website is in violation of the Terms and Conditions of Use and may determine whether it will have such content removed from this Website.



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Sogrape Vinhos, S.A. shall not be under any responsibility or obligation arising from, and/or related to, any such content, including, but not exclusively, any mistake, defamation, slander, perfidy, omission, falsehood, obscenity, pornography, hazard and/or incorrectness contained therein.

4. Warranties Exemption

Use of this site is at the User's sole risk and responsibility. This Website and its contents are provided without guarantees of any kind for the user, either express or implied, including, but not limited to, warranties of merchantability, of non-infringement of third party rights and fitness for a particular purpose, or any warranty that access to this site will be uninterrupted and/or free from errors or disturbances, that this site is safe and/or free of viruses or harm to the user, of any origin, or that the information contained within this site is complete, accurate and/or current.

Sogrape Vinhos, S.A. reserves the right to restrict and/or stop Users' access to this site and/or any part thereof, at any time, with or without notice.

5. Links to other Websites

This site contains links to third party sites. These links are provided solely for Users' convenience. Sogrape Vinhos, S.A. does not endorse and is not responsible for any of these third-party sites and is not responsible for the content of any of them. Access by Users to any of these third-party sites is made at their sole risk.

6. Privacy

For more information, please consult our Privacy and Cookies Policy available on our website.



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7. Limitation of Liability

To the maximum extent permitted by applicable law, Sogrape Vinhos, S.A. including, but not limited to, all its legal representatives, directors, employees and/or agents, shall not be liable to Users of this website for any possible damage, injury and/or harm (including, but not limited to, direct, indirect, incidental, special, consequential and punitive damages, lost profits and damages resulting from lost data and/or interrupting site activity) arising out of or relating to the use and/or inability to use this site and its content, whether based on warranty, contract, tort or any other legal grounds, regardless of whether Sogrape Vinhos, S.A. has been negligent and/or has been notified of such damage.

8. Indemnification

Users of this site agree to defend, indemnify and hold harmless Sogrape Vinhos, S.A. from and against any claim or demand by any third party, and all liabilities, damages, costs and related expenses (including, without limitation as constituting reasonable attorneys' fees) arising from and/or relating to their use of this site, content that users transmit to this site, breach by users of any third-party rights and/or breach of these Terms and Conditions of Use by Users.

9. Jurisdiction

These Terms and Conditions of Use shall be governed by and construed in accordance with Portuguese law, Users providing irrevocable consent, concerning attributing jurisdiction to the courts located in Portugal to hear any action arising and/or in connection with the Terms and Conditions of Use and/or use of this Website.

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10. General Provisions

If any provision of the Terms and Conditions is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force.