TERMS AND CONDITIONS

Posted Date, August 1, 2024

Effective Date, September 1, 2024

wineLAIR

These wineLAIR Terms and Conditions (these "***Terms***") supersede all prior versions of the Terms and are effective as of the Effective Date written above.

1. Definitions

- ***Agreement*** means Member's wineLAIR Membership Agreement, and includes these Terms.
- ***Club*** means a location, including Member's Home Club, offering private club services and listed as a wineLAIR location at www.wineLAIR.us, as updated from time-to-time.
- ***Fee Schedule*** means wineLAIR's Schedule of Fees, as published from time to time in the Member Portal and available from the General Manager (including but not limited to the (1) *initiation fee*, (2) *monthly member fees*, (3) add-on fees for additional Member Cards, (4) add-on fees for additional Locker(s), (5) Member Card replacement fee, and (6) Locker key replacement and re-keying fees.
- ***General Manager*** means the on-site general manager (or comparable title) having overall responsibility for management of a Club's day-to-day operation.
- ***Home Club*** means the wineLAIR Club where Member's Locker is located.
- ***Guest User*** means a member of a Club when using a Partner Club or Reciprocal Club or any Club other than the member's Home Club.
- ***Locker*** means an enclosed space (approximate capacity 52 bottles, 750 ml size) provided by wineLAIR to a member of a Club for storage of wine and other permitted items.
- ***Member*** means the Member identified in the Agreement signed by the Member.
- ***Member Account*** means the account maintained by wineLAIR for Member, where certain Member membership account information is viewed and managed and where wineLAIR records amounts a Member incurs for Fees or for purchases from Member's Home Club. wineLAIR may use separate accounts for membership and other fees (including any locker rental fees).
- ***Member Amenities*** mean lounge areas, furnishings, glassware, services, and other amenities a Club provides for use by Club members on Club premises.
- ***Member Card*** means an RFID-enabled card issued by wineLAIR to Member to access a Club.
- ***Member Guest*** means a guest of Member at any Club.
- ***Member Card Holder*** means Member or a person Member designates a Member Card, as applicable and subject to General Manager approval.
- ***Member Portal*** means the wineLAIR online portal enabling Member to manage Member's Member Account, manage certain Member information, and send and receive certain communications to and from wineLAIR.
- ***Member Privileges*** has the meaning set out in Section 4 below.
- ***Minimum Spending Requirements*** means the minimum amount of spending required as a condition to use of a Private Room, as determined by the Club's General Manager.
- ***Payment Information*** means Member provided instructions and information for payment of Fees and other amounts owed, specified by Member at the time of applying for membership or as updated in the Member Account via the Member Portal.

- ***Private Room*** means a private room (conference, dining, smoking) in a Club that may be reserved ~~to~~ by a Member or a Guest User for their temporary exclusive use, subject to the General Manager's discretion and Minimum Spending Requirements and/or for a Room Fee.
- ***Partner Club*** refers to current and future wineBANK locations across Europe, to which wineLAIR Members have 24/7 access using their Member Card. These visits do not require a letter of introduction.
- ***Reciprocal Club*** refers to an agreement between private, members-only clubs to allow their members to access other private clubs on an arranged basis through a letter of introduction.
- ***wineBANK*** means wineBANK Franchise GmbH & Co KG.
- ***wineLAIR*** means ThreeWineGuys LLC, a Delaware limited liability company.

2. Member Account Management

2.1. On approving a Member's membership application, wineLAIR will create a Member Account for Member which Member can access on-line through wineLAIR's encrypted Member Portal at www.wineLAIR.us.Member's User ID shall be Member's email address; Member shall create and maintain Member's password securely.

2.2. Member shall assure that all Member information in the Member Account (name, addresses, and phone numbers, Payment Information, etc.) is up to date at all times, by updating and/or verifying same as needed or requested.

2.3. Member shall use the Member Account to notify wineLAIR of lost, stolen or damaged Member Cards or Locker keys, questions concerning the Member Account, and any other membership-related matters. Member understands that Member is responsible for all use of each Member Card assigned to Member.

2.4. wineLAIR will send invoices for Fees due and purchases to the Member by email and provide those invoices additionally through the Member Portal, and may provide other notices and communications to Member through the Member Portal.

3. Member Cards

3.1. wineLAIR shall issue an initial Member Card to Member without charge. Member may pick up issued Member Cards at wineLAIR. One Member Card is for Member. Any other Member Card added to an account must be assigned by Member to a particular individual from within their household or business that they assign. These designated card-assigned persons must be trusted by Member to use the Member Card responsibly and in compliance with these Terms. Member must submit name, phone number and a valid email address for each Member Card Holder for the establishment of their individual Member Account and their explicit agreement to the Membership Agreement, Terms and Conditions, and Data Sharing and Protection Addendum via the Member Portal and/or application process.

3.2. Member shall notify wineLAIR immediately of loss or theft of, or damage to, any issued Member Card. wineLAIR shall deactivate any Member Card reported as lost, stolen or damaged, and (typically within 5 business days after a Member Card is reported as lost, stolen or damaged) shall

issue a replacement Member Card in the same manner as the original Member Card, for the Member Card Replacement Fee (charged to Member Account).

3.3. Member is responsible for the use for any purpose and security of each Member Card issued to Member, including but not limited to every use by any person of a Member Card to access a Club, provided that Member is not responsible for use of a Member Card more than 24 hours after it has been reported to wineLAIR as lost, stolen, or damaged.

3.4. Member Cards added by a Member can be cancelled at any time by the Member. Cancelled cards must be returned to wineLAIR immediately, but there will be no refund of add-on card fees paid and cards returned more than fourteen (14) days before the end of a calendar month may incur on additional last month of fees due to system requirements for billing changes.

3.5. Please be aware that Partner Clubs reserve the right to deny access due to maintenance works, technical faults, or other urgent reasons. In such case, neither wineLAIR nor wineBANK Franchise GmbH & Co KG (the developer of the network of Partner Clubs) shall be liable to Member as a result of reduced hours of access for the purposes identified in this Section 3.

3.6. Persons under the age of 21 are not permitted.

4. Member Privileges

4.1. As more specifically provided in these Terms, Member has the privileges of:

(a) Using at least one assigned Locker at Member's Home Club (additional lockers available for rent [rental term 1 year or longer] on a space-available basis).

(b) Entering Member's Home Club or any other Club and using its Member Amenities during its published business hours.

(c) Reserving and using Private Rooms, on prior arrangement with the General Manager, and subject to the applicable Minimum Spending Requirements.

(d) Entertaining Member Guests at Clubs on each Member visit. Members are entitled to entertain up to four (4) Member Guests per visit without an advance reservation, based on Club capacity. For those wishing to bring more than four (4) Member Guests, an advance reservation required. Members may contact the General Manager for special arrangements regarding larger parties, subject to the General Manager's discretion.

(e) Entering any Partner Club as a Guest User and using its member and guest amenities during its published business hours in accordance with its rules and requirements.

(e) Making purchases of items available at a Club through payment on site or through pre-arranged card on file.

(f) Receiving invitations to exclusive Member-only events at Clubs.

4.2. wineLAIR may from time to time organize special events and promotions, such as rare wine purchase events, for its Members and their guests. All such special events and promotions are strictly at the discretion of wineLAIR. Member agrees that wineLAIR may contact Member, by mail, email, or through the Member Portal, to notify Member of special events and promotions. Participation in some special events and promotions may be limited. wineLAIR does not guarantee that all special events and promotions will be available to Member. Members may opt-out of email communications related to events via their Member Account on the Member Portal.



4.3. Member understands that items offered for purchase at wineLAIR Clubs may be offered by wineLAIR itself or by independent businesses that have agreed to make their products or services available to wineLAIR members at Clubs.

4.4. If, in General Manager's judgment, any Member Card Holder or Member Guest has (a) misused member privileges under this Agreement, or (b) failed to abide by any member responsibilities set out in Section 5 or any member etiquette and attire requirements set out in Section 6, then General Manager may, in his or her discretion, and without explanation or other process, require the Member Card Holder, or Member Guest, as applicable, to leave or may bar such person's entry. In like manner, in case of violation of the regulations for conduct at and use of Partner Clubs, then wineLAIR is entitled to bar Member at Partner Clubs. wineLAIR does not owe the Member an explanation or verification of the misconduct.

5. <u>Member Responsibilities</u>

Member shall assure that each Member Card Holder and Member Guest is aware of and agrees to comply with the Member responsibilities in this Section **5.**

5.1. No Member Card Holder or Member Guest shall:

(a) Lend or otherwise allow any person to use a Member Card for admission to any Club except with a Member Card Holder also in attendance.

(b) Engage in any unlawful activity while on the premises of any Club. Without limiting the scope of the foregoing, Member Card Holders and Member Guests shall not engage in, or direct or request any other person to engage in, unlawfully serving alcohol to any person who, by status or circumstance, cannot then be served alcohol legally on Club premises.

(c) Bring onto or store on Club premises weapons of any kind (including but not limited to firearms, knives, archery weapons, incendiary or explosive devices).

(d) Operate on Club premises sound-amplifying equipment of any kind (other than hearing aids, in the intended manner).

(e) Smoke on Club premises except in specifically designated cigar lounges.

(f) Engage in the use of illegal drugs on Club premises.

(g) Bring animals onto Club premises (other than a Member Card Holder's or Member Guest's service dog, within the meaning of the Americans with Disabilities Act).

(h) Admit any individuals to any Club premises for whose actions on the Club premises Member is not prepared to take responsibility.

(i) Disable, circumvent, or tamper with any Club security features or measures.

5.2. Member Card Holders and Member Guests shall use Member Amenities for their normal purposes only and with reasonable care in a way that would not be unreasonably wasteful or likely to cause harm, injury, or discomfort to the Member Amenities or any person present in the Club.

5.3. Member Card Holders and Member Guests shall promptly report to wineLAIR site personnel any damage to, deficiencies in, or hazardous condition of Club premises or any Member Amenities that any Member Card Holder or Member Guest observes. Member Card Holders and Member Guests shall not remove any Club property (e.g., service items connected with Member Amenities) from Club premises.

5.4. Member Card Holders and Member Guests shall comply with all laws applicable to their service of alcohol to persons on Club premises.



6. Etiquette and Attire

Member shall assure that each Member Card Holder and Member Guest is aware of and agrees to comply with the provisions of this Section 6.

6.1. Member Card Holders and Member Guests shall conduct themselves while on the premises of a Club in a manner that does not interfere with the privacy or reasonable enjoyment of the Club by any other Member or guest present or with the duties and responsibilities of any on-site personnel and in accordance with the Club's posted rules, if any. This includes but is not limited to maintaining sound levels in a way that does not interfere with the ability of others to conduct normal conversation, not introducing odors that a person of normal sensibilities would regard as offensive or distressing, and not interfering with the ongoing use of Member Amenities initiated by others. Other than in Private Rooms, cell phone conversations should be kept brief and at a low volume. Member Card Holders and Member Guests shall comply with requests from the Club's on-site personnel made for the purpose of providing for the privacy and reasonable enjoyment of the Club by each of its Members and Guest Users and their guests.

6.2. wineLAIR operates a smart dress code that upholds the spirit of the Club. Members are expected to ensure that they and their guest(s) are dressed appropriately.

6.3. Member Card Holders, visitors and members of staff should at all times display mutual respect for each other.

7. Membership is Not Transferable

1. No Member is permitted to sell and/or transfer membership rights to any other Member or non-Member.

8. Member Account, Payments

8.1. Member authorizes wineLAIR to post to the Member Account all Fees incurred by Member Card Holders at Member's Home Club.

8.2. By presenting their Member Cards at the time of purchase, Member authorizes wineLAIR to post to the Member Account purchases made at Member's Home Club by Member Card Holders (including any applicable taxes that wineLAIR pays on Member's behalf or that wineLAIR is obligated to collect from Member).

8.3. Member authorizes wineLAIR to charge or debit amounts posted to the Member Account as directed in Member's Payment Information on a monthly basis, and wineLAIR agrees to charge or debit such amounts on a monthly basis at minimum, as designated by the Member. Charges and debits include amounts posted for items purchased at any Club, regardless of whether a separate bill is provided to Member at the time of purchase. Transaction history of a Member's Member Account activity can be viewed by logging into the Member Portal.

8.4. Payment may be made via ACH debit or credit card (subject to any applicable transaction fees).

9. Lockers



9.1. Locker Selection and Assignment. Member may request any unassigned Locker in Member's Home Club, and wineLAIR will, on a space-available (first come, first served) basis, reserve the requested Locker for Member, subject to Member's payment of the applicable Fees. Subject to availability (first come, first served), Member may rent additional Lockers*. The minimum rental term for each additional Locker is one year.*

Locks. wineLAIR furnishes each Locker with an installed mechanical lock and one non-reproduceable key per Member Card Holder, up to two keys per Locker. Keys remain the sole property of wineLAIR. Member shall notify wineLAIR immediately of loss or theft of, or damage to, a Locker key, and may request a replacement key or re-keying of the lock (Key Replacement and Re-Keying Fees apply, as noted on the Fee Schedule in the Member Portal). wineLAIR has no liability to Member if Member's Locker is entered by means of Member's lost or stolen key.

9.2. Locker Usage. Member may place and store Member's wines and liquors in their original bottles, in Member's Locker, and is responsible for safely and securely placing all wines in Member's Locker. Bottles may be stored loose or in wooden crates (no corrugated board boxes). Member may also store tobacco and accessories for the use and enjoyment of wines, liquors, and tobacco (such as Coravin systems, bottle openers using pressurized air and bottle stoppers, humidors, cigar cutters, and the like) in the Locker. Storage of food or weapons of any kind (including but not limited to firearms, knives, archery weapons, incendiary or explosive devices) is strictly prohibited.

Member shall not allow any items to protrude, leak, or escape from Member's Locker. Member shall not store any items in the Locker in a condition that is reasonable to expect may result in damage to any Locker or its contents. Member is responsible for safe and secure placement of all bottles stored in Member's Locker.

9.3. Locker Maintenance and Presentation. If all or part of the contents of Member's Locker are visible (through bars, grillwork, or other non-solid or transparent doors or walls of the Locker), Member shall assure that the visible appearance of the Locker is always pleasing and orderly and that the Locker is clean at all times. Member will obtain approval of the General Manager before placing any signage or placard on or in Member's locker to identify Member or convey any other message. If wineLAIR requests that Member clean or tidy Member's Locker or remove forbidden items from the Locker, then if Member has not done so within one business day of wineLAIR's request, wineLAIR personnel may enter Member's Locker to perform those activities. WINELAIR SHALL HAVE NO RESPONSIBILITY TO MEMBER OR ANY OTHER PERSON FOR ANY DAMAGE TO OR LOSS OF ANY CONTENT OF MEMBER'S LOCKER THAT MAY RESULT FROM WINELAIR'S EXERCISE OF ITS RIGHT TO ENTER MEMBER'S LOCKER UNDER THIS SECTION.

9.4. Vacating a Locker. Immediately on vacating a Locker for any reason, Member shall return the furnished locker key(s) to the General Manager. Member shall surrender the Locker in a clean, orderly, and undamaged condition (reasonable wear and tear excepted).

9.5. Non-Transferrable. Each Locker, and the Member's associated rights therein, are non-transferrable and may not be sublet.



10. Use of Private Rooms

10.1. Clubs have a limited number of Private Rooms that can be reserved and used by Members, on a first come, first served basis, subject to the applicable Minimum Spending Requirements. A Member may reserve a Private Room by making arrangements with the General Manager.

10.2. Special services may be arranged, for a fee, at the discretion of the General Manager.

10.3. Members agree to adhere to the specific terms and conditions outlined in the event agreement and banquet event order for the use of Private Rooms, including applicable Minimum Spending Requirements and policies on cancelations and expectations.

10.4. A minimum of one wineLAIR sponsoring Member must be present at all private events.

10.5. For pre-booked dining experiences, the Private Dining Room requires a pre-set menu. Sponsoring Member must confirm food and beverage order in advance.

11. **Privacy of Member Card Holder Information**

Member is responsible for making the provisions of this Section 11 known to each Member Card Holder. No person may be a Member Card Holder without agreement to the provisions of this Section 11.

11.1. wineLAIR will not sell or rent its membership lists and membership databases to third parties, but may use its membership lists and membership databases to develop and conduct special events and promotions for members, including special events and promotions that may be operated in cooperation with or with the participation of third parties that wineLAIR believes will enhance the benefits of wineLAIR membership. Notwithstanding the preceding sentence, if wineLAIR sells all or substantially all of its business or assets to a third party, wineLAIR may include its membership lists and membership databases among the assets sold assets.

11.2. For the security of wineLAIR's Members, Member guests, and guest users, as well as for the security of Member property stored on wineLAIR premises and of wineLAIR property, wineLAIR employs video-monitoring systems on and about its premises. Entry onto wineLAIR premises constitutes consent to wineLAIR's use and maintenance of such video-monitoring systems, including but not limited to storage of still and motion images, as determined reasonable and advisable by wineLAIR and its security advisers. In appropriate circumstances, wineLAIR may make information recorded by its video-monitoring systems available to law-enforcement authorities, its insurance carriers, and others who have a legitimate need for access. Except in such cases, wineLAIR will maintain the information recorded by its video-monitoring systems confidentially, and will use the information only for the purposes of enhancing security or evaluating incidents of conduct violations, illegal activity, injury, or damage.

12. Amending the Terms or Fee Schedule

12.1. wineLAIR may supplement, delete, correct, revise, clarify, modify, or otherwise amend the Terms from time to time in its sole discretion.

12.2. An amended version of the Terms will become effective 30 days after it has been posted on the Member Portal.

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13. Dispute Resolution

Member shall assure that Member Card Holders and Member Guests are aware of and agree to comply with the Member responsibilities set forth in this Section 13.

13.1. Each Member Card Holder and Member Guest agrees to negotiate in good faith to resolve any dispute, claim, or other disagreement concerning the rights, obligations, or remedies between Member Card Holder or Member Guest and wineLAIR in any way arising out of, contemplated by, or otherwise related to the Agreement (including these Terms) (each a "***Dispute***"). The negotiation period begins when the Member Card Holder, Member Guest, or wineLAIR, as applicable, receives written notice of the Dispute from the Member Card Holder, Member Guest, or wineLAIR, as applicable.

13.2. If the Member Card Holder or Member Guest and wineLAIR cannot resolve the Dispute within 30 days after receipt of the written notice of Dispute under Section 13.1 above, they shall retain a mutually acceptable arbitrator with experience dealing with disputes in the nature of the Dispute within 10 additional days (acceptance not to be withheld unreasonably). If the Member Card Holder or Member Guest and wineLAIR do not timely agree on a single arbitrator, each side shall each retain an arbitrator within 10 additional days and those two arbitrators shall select a third arbitrator. The three arbitrators shall together arbitrate the Dispute. If either the Member Card Holder or Member Guest or wineLAIR fails to appoint an arbitrator, the arbitrator appointed by the other party shall be the sole arbitrator. Within 15 days after retaining the arbitrator(s), the arbitrator(s) shall set a schedule and each side shall present its position to the arbitrators. Within fifteen days after such presentation, the arbitrator(s) shall advise the parties in writing of the decision. The arbitrator('s/s') decision will be binding on the Member Card Holder or Member Guest and wineLAIR. The fees and expenses of the arbitrator(s) or such single arbitration may be borne equally by the parties or as awarded by the arbitrator(s).

13.3. Notwithstanding the foregoing, wineLAIR shall have the right to collect, through a court proceeding, any amounts owed to wineLAIR on Member's Member Account or other amount owing as a result of loss or destruction of wineLAIR property or injury caused to any party by any Member Card Holder or Member Guest.

14. Liability

14.1. Member acknowledges and agrees that Member shall be responsible for any injury to any Member Card Holder, Member Guest, other Member or Guest User, or the guest of any other Member or Guest User, or any employee, representative or agent of wineLAIR, and for any damage to any property of any of those persons, at least to the extent that the injury or damage is a direct or indirect result of any act or omission of any Member Card Holder or Member Guest while on wineLAIR premises. Member agrees to indemnify, defend, and hold harmless wineLAIR, its managers, Members, employees, agents, representatives, successors, and assigns from and against claims of any kind made by any person in connection with such an injury or damage.

14.2. While wineLAIR takes pride in the care and quality put into designing, constructing, and maintaining its facilities for the safe storage of wines and comfort of its Members and their guests, and in the level of service it provides wineLAIR Club patrons, wineLAIR makes its facilities available for the enjoyment of Member Card Holders and all guests strictly AS-IS.

MEMBER CARD HOLDERS AND MEMBER GUESTS ASSUME ALL RISK RELATING TO ITEMS STORED BY MEMBER CARD HOLDERS ON WINELAIR PREMISES, INCLUDING BUT NOT LIMITED TO WINE, LIQUOR, TOBACCO, AND RELATED ACCESSORIES, AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, MEMBER CARD HOLDERS AND MEMBER GUESTS WAIVE AND RELEASE ANY CLAIM OR CONTINGENT CLAIM ANY MEMBER CARD HOLDER OR MEMBER GUEST HAS OR THAT MAY OTHERWISE ACCRUE TO OR BE ACQUIRED BY A MEMBER CARD HOLDER OR MEMBER GUEST IN THE FUTURE, ARISING OUT OF OR OTHERWISE RELATING IN WHOLE OR PART TO WINELAIR'S SERVICES OR ANY ITEMS PURCHASED FROM OR THROUGH WINELAIR OR POSTED TO MEMBER'S MEMBER ACCOUNT, INCLUDING BUT NOT LIMITED TO CLAIMS SOUNDING IN NEGLIGENCE OR GROSS NEGLIGENCE, WHETHER SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OR GROSS NEGLIGENCE. WITHOUT LIMITING THE SCOPE OF THE FOREGOING, WINELAIR'S DISCLAIMER AND MEMBER CARD HOLDERS' AND MEMBER GUESTS' WAIVER AND RELEASE INCLUDE EVERY CLAIM RELATED TO OR ARISING FROM DESIGN, CONSTRUCTION, MATERIALS, OR MAINTENANCE OF LOCKERS, MEMBER AMENITIES, OR OTHER WINELAIR FACILITIES; GLASSWARE OR OTHER SERVICEWARE; OR PERFORMANCE OF WINELAIR SERVICES.

14.3. In no event will wineLAIR's liability to Member in connection in any way with Member's Agreement (including these Terms), or any Member Card Holder's or Member Guest's use of any Club exceed the sum of $25,000.00.

14.4. wineLAIR shall have no liability for failure to perform any of its responsibilities to Member Card Holders when the failure is caused by the occurrence of any force majeure event, such as but not limited to events beyond the reasonable ability of wineLAIR to control (e.g., war, riots, Internet or www disruptions, changes in law, loss of power, fires, floods, extreme weather events, other acts of nature).

14.5. Member understands that insurance coverages carried by wineLAIR (see General manager for coverage limits) may not cover all casualties that may affect property stored in Member's Locker(s) and may not cover the full value of property stored in Member's Locker(s), and that wineLAIR strongly recommends that Member confer with Member's insurance agent on the availability and advisability of purchasing Member's own insurance coverage for the contents of Member's Locker(s), and that Member obtain and maintain, for Member's own account and at Member's own cost, such insurance coverages relating to property stored in Member's Locker(s) as Member and Member's insurance advisers deem appropriate.

15. Resignation and Termination

15.1. Any Member may terminate their membership in the Club by providing thirty (30) days written notice to wineLAIR. Resignations may be sent via email to the Club's membership representative.

15.2. Immediate resignation may be granted upon request to the Club's General Manager in cases of relocation or other events beyond the reasonable control of Member.

15.3. Member Cards and locker keys remain the sole property of wineLAIR and shall be returned to wineLAIR on or before the end of the resignation period.Member Cards will be automatically deactivated on day 60.

15.4. wineLAIR may, in its discretion, and subject to any applicable notice and hearing requirements imposed by applicable law, terminate the membership of any person whose failure to comply with any provision of the Terms, may compromise operation of any Club in full compliance with applicable laws or in keeping with the Club's rules and standards, or interfere substantially with the reasonable enjoyment of a Club by any other Member or guest, or interfere with the duties and responsibilities of any employee. Initiation Fees and Dues are non-refundable.

15.5. On termination of Member's membership, Member shall return to wineLAIR all issued Member Cards and Locker keys and vacate all Lockers assigned to Member.

15.6. If Member fails to vacate Member's Locker(s), wineLAIR will hold the contents for Member's pick up for a period of ninety (90) days, after which, if the contents have not been picked up by Member, the contents will be deemed abandoned to wineLAIR for disposition as wineLAIR may determine is appropriate.

16. Interpretation

16.1. Any dispute or difference which may arise in respect of these Terms and/or in relation to membership or operation of the Club shall be determined by wineLAIR management, whose decision shall be final and binding on all members.

17. Modifications

17.1. These Terms may be revoked, supplemented or altered at any time. Any such revocation, alteration or addition shall be deemed to have been brought to the notice of the Members. A copy of the most recent version of these Terms are available for review by contacting wineLAIR management and in the Member Portal.