

TERMS OF SERVICE

Last Updated: February 23, 2023

THIS FOLLOWING TERMS OF SERVICE DESCRIBES THE TERMS AND CONDITIONS ON WHICH SILHOUETTE VINEYARDS, LLC d/b/a 868 ESTATE VINEYARDS (“868 Estate”) OFFERS YOU USE OF OUR 868 ESTATE™ WEBSITE AND SERVICES.

These Terms of Service (the “Terms”) describe the terms and conditions for your use of our websites, visit our social media sites on Instagram, Facebook, etc., respond to a survey or communication, or participate in other site features and services (the “Services”). Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms at any time. If you use the Services in any way after a change to the Terms is effective, then please remember that means you agree to all of the Terms. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

If you have any questions, comments, or concerns regarding these Terms, please contact us at info@868estatevineyards.com.

Your Representations

By using our Services including our website(s):

- You represent and warrant that you are of legal age to form a binding contract and use the Services you are using with 868 Estate.
- If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms.
- You promise to only use the Services only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We can’t and won’t be responsible for you using the Services in a way that breaks the law.
- You further agree that Your Content or any other information that you may upload to our website(s) and your interactions with 868 Estate when using the Services shall not: (a) be false, inaccurate or misleading; (b) infringe any third party’s rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance or regulation; (d) be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or contain illegal material; (e) contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative

language; (f) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or (g) create liability for us. You further agree that all information you may provide to 868 Estate and third parties when using the Service including, without limitation, information regarding purchases, will be complete, truthful, accurate and not misleading. We reserve the right, but we have no obligation, to reject or terminate Service to any user that does not comply with these prohibitions.

Responsibility for Content

The Services may contain, or direct you to websites that we do not own or control; and we accept no responsibility or liability for those sites. If you experience or encounter any inappropriate material while using the Service, please contact us immediately at info@868estatevineyards.com so we can endeavor to remedy the situation. We also can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all of Your Content that you submit, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are responsible for all your activity in connection with the Services. You authorize us to use registration information and Your Content for the purpose of providing the Services and such other uses that may be described in our Privacy Policy.

Intellectual Property

All materials displayed or performed on the Services (including, but not limited to, data, text, graphics, articles, photos, images, illustrations, and so forth, collectively, "Site Content" herein) are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Site Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Site Content, (i) without the prior consent of 868 Estate, or (ii) in a way that violates someone else's (including 868 Estate's) rights.

You understand that 868 Estate and its licensors own the Services including, without limitation, all software used in providing the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Services.

In connection with your use of the Services or its contents, you will not (a) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (b) remove any copyright, trademark or other proprietary rights notices contained in the 868 Estate Site Content or with respect to the Services; (c) interfere with or

disrupt the Services or the site or the servers or networks connected to the Services or the site; (d) post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Services; (f) "frame" or "mirror" any part of the Services, or use meta tags or code or other devices containing any reference to us or the Services or the site in order to direct any person to any other website for any purpose; or (g) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the website or any software used on or for the Services or cause others to do so.

Fees and Charges

Additional terms and conditions may apply to purchases of product or services and to specific portions or features of the Services, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions including, where applicable, representing that you are of sufficient legal age to use such products or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Services or for any service offered on or through the Services, the latter terms shall control with respect to your use of that portion of the Services.

When making purchases using the Services, We will bill your credit card for the fees and charges stated at the time of purchase plus applicable tax, insurance and shipping charges. For Wine Club memberships, we will bill your credit card for the applicable fees and charges (plus applicable tax, insurance and shipping charges) on a quarterly basis until the later of (i) completion of your minimum one (1) year subscription period, or (ii) you cancel your membership following the minimum subscription period. The price is subject to change based on the contents of the applicable shipment. You are responsible for paying any fees, charges or amounts that you owe to 868 Estate. The applicable Services fees are due and payable to 868 Estate and, except as otherwise provided on the 868 Estate website, are non-refundable.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made using our Services. You agree to promptly update your account and other information, including your

email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Changes in the Services

We may change, suspend, or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services.

Warranty and Disclaimer; Limit of Liability

Your access to and use of the website and Services may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the website or any other reason within or outside the control of 868 Estate. We reserve the right to suspend or discontinue the availability of the website and/or any Service and/or remove any Site Content at any time at its sole discretion and without prior notice. We may also impose limits on certain features and Services or restrict your access to parts of or all of the website and the Services without notice or liability. The website should not be used or solely relied upon for storage of Your data.

868 Estate does not make any representations or warranties concerning any Site Content contained in or accessing through the Services. We make no representations or warranties regarding suggestions or recommendations with respect to any third party products, services, events or items. The Services and all products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from 868 Estate.

868 Estate may provide third party websites, apps, and or other products and services ("Third-Party Links") on its website as part of the Services. Although we may offer this opportunity, you acknowledge that any Third-Party Links that you use in connection with the Services not part of 868 Estate and not governed by these Terms. You are responsible for reading and understanding the terms and conditions and privacy policies that apply to your use of any Third-Party Links.

THE SERVICES, CONTENT, PRODUCTS, AND WEBSITE ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL 868 ESTATE BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY MATTER RELATED TO OR ARISING OUT OF ANY THIRD-PARTY PRODUCTS, THIRD

PARTY-LINKS, (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE LESSER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO 868 ESTATE IN CONNECTION WITH THE PRODUCTS OR SERVICES GIVING RISE TO THE APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Choice of Law; Arbitration

These Terms are governed by and will be construed under the laws of the Commonwealth of Virginia, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Loudoun County, Virginia, in English, in accordance with the Arbitration Rules and Procedures of the American Arbitration Association ("AAA") then in effect, by one commercial arbitrator with substantial experience in resolving commercial disputes, who shall be selected from the appropriate list of AAA arbitrators in accordance with the Arbitration Rules and Procedures of AAA. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state courts in and for Loudoun County, Virginia or US Federal District Court for the Eastern District of Virginia.

Term and Termination

These Terms are effective upon your use of the Services and upon the posting dates of any subsequent amendments to this Agreement for all current users. We may terminate your access to the Service at any time, for any or no reason, without explanation or notice of any kind. Upon such termination by us, we may remove all of your information from our servers. We maintain sole discretion to bar your use of the Service in the future, for any or no reason. Even after your participation in the Service is terminated, this Agreement will remain in effect and will continue to govern, among other things, your right to use the Service including any software or mobile application.

Communications

You (a) give consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about 868 Estate and special offers. You may opt out of such email by changing your account settings or sending an email to support@868estatevineyards.com. Opting out may prevent you from receiving messages regarding 868 Estate or the Services, special announcements or special offers.

Communications made through email or our messaging system will not constitute legal notice to 868 Estate or any of its officers, employees, agents or representatives in any situation where notice to 868 Estate is required by contract or any law or regulation.