

Terms of Service

The following terms and conditions govern all use of the Vinarkivet website and all content, services and products available at or through the website. The Website is operated by Foxhound AS doing business as Vinarkivet. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, Vinarkivet's Privacy Policy) and procedures that may be published from time to time on this Site by Vinarkivet (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Vinarkivet, acceptance is expressly limited to these terms.

Your Vinarkivet Account and Site

If you have an account on the Website, you are responsible for maintaining the security of your account (e-mail used, password or API keys) and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Vinarkivet of any unauthorized uses of your account or any other breaches of security. Vinarkivet will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Responsibility of Users

By using the Website, you are entirely responsible for:

- providing valid user data (e-mail, name, etc.);
- not using the Website for any illegal or abusive activity;
- securing any e-mail, password or API keys of your account;
- only having a single account;

Account Sharing. You agree that accounts are individual and may not be shared with others, except for immediate family members living in the same household (i.e. at the same address sharing the same IP address).

Personal Use Only. Accounts are intended for personal use only. Any commercial use requires prior approval, and you must contact us to request a commercial license.

Vinarkivet has the right (though not the obligation) to, in Vinarkivet's sole discretion (i) refuse or remove any accounts that, in Vinarkivet's reasonable opinion, violates any Vinarkivet policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in

Vinarkivet's sole discretion. Vinarkivet will have no obligation to provide a refund of any amounts previously paid.

Services Provided

Vinarkivet is a web-based search engine established to provide customers with an estimate of auction prices for fine wine. Vinarkivet helps wine collectors assess the value of their collection at current market prices. Vinarkivet does not claim ownership of auction result data.

Vinarkivet provides services for personal use only, through manual searching only (no automated searches). Excessive/scripted searching may lead to your account being terminated. For API access or commercial use, please contact us.

Payment and Renewal

General Terms. Optional paid services are available on the Website. By purchasing such services, you agree to pay Vinarkivet the one-off or subscription fees indicated for that service. Payments will be charged on a pre-pay basis on the day you purchase the service, and will cover the use of that service for the number of searches or subscription period described. Vinarkivet reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you.

Minimal Hardware and Software Requirements for Using Vinarkivet. Vinarkivet can be used with any operating system (including mobile) that can run a modern browser (Microsoft Edge, Google Chrome, Safari, Firefox).

Purchase Process. Services provided by Vinarkivet can be purchased through the "Kjøp tilgang"/"Purchase access" link that can be reached after logging on to the website. The process works as follows:

- You select the desired plan (tokens or subscriptions)
- Complete the payment with a credit or debit card
- Vinarkivet sends an e-mail mentioning that the purchased service can be used

Automatic Renewal. Unless you notify Vinarkivet before the end of the applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize us to collect the then-applicable subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Subscriptions can be canceled at any time at <https://vinarkivet.no/tilgang>

Cancellation When you cancel your subscription, you will continue to have access to the relevant Service until the end of the month or year (as applicable) you have paid

for. You will not be issued a refund in respect of any such cancellation unless such a refund is required by applicable laws.

Refunds. You may terminate your subscription at any time and you will not be obligated to pay any additional fees for upcoming subscription renewal periods. However, any subscription fees you have paid in advance will not be refunded. Any tokens purchased and not used will not be refunded.

Delivery Policy

Upon receipt of your order, the services will be performed to you in accordance with the terms applicable to the services that you purchased. The nature of the services you purchased and the date of your purchase may impact the timing of performance of the services. The services will be deemed to be successfully delivered to you upon performance of the services.

The services are considered delivered immediately after your purchase and to the extent possible by law this voids any right of withdrawal.

Intellectual Property

This Agreement does not transfer from Vinarkivet to you any Vinarkivet or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Vinarkivet. Vinarkivet, the Vinarkivet logo, and all other trademarks, service marks, graphics and logos used in connection with Vinarkivet, or the Website are trademarks or registered trademarks of Vinarkivet or Vinarkivet's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Vinarkivet or third-party trademarks.

Advertisements

Vinarkivet reserves the right to display advertisements on your account unless you have a paid subscription.

Changes

Vinarkivet reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Vinarkivet may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

Termination

Vinarkivet may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Vinarkivet account (if you have one), you may simply discontinue using the Website. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of Warranties

The Website is provided "as is". Vinarkivet and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Vinarkivet nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

The information provided on this page is a compilation of data from different sources including auction houses, wine retailers, and other third-party data providers. The data is provided as is, there are no guarantees that the information is fully correct or up to date. Changes and errors may occur. Therefore Vinarkivet cannot be held liable either for the accuracy of the information or for ensuring that the information is up to date at all times. Some of the prices shown may be the result of limited sales, clearances, listing errors etc., and may not reflect actually attainable market prices.

Limitation of Liability

In no event will Vinarkivet, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Vinarkivet under this agreement during the twelve (12) month period prior to the cause of action. Vinarkivet shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

General Representation and Warranty

You represent and warrant that (i) your use of the Website will be in strict accordance with the Vinarkivet Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Norway or the country in which you reside) and (ii) your

use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Vinarkivet, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between Vinarkivet and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Vinarkivet, or by the posting by Vinarkivet of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of Norway. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Vinarkivet may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Even if there is a delay from us in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Company Address

Vinarkivet
c/o Foxhound AS
Åsaveien 5
0362 Oslo
Norway