

# Terms of Use



## Tri-Cities Wine Lab LLC Terms of Use for our Website and Services

**Last Modified: July 28<sup>th</sup>, 2023**

### Introduction and Agreement between User and Tri-Cities Wine Lab LLC

Welcome to [www.TriCitiesWineLab.com](http://www.TriCitiesWineLab.com)! The following terms of use ("Terms") govern your use of [www.TriCitiesWineLab.com](http://www.TriCitiesWineLab.com) (the "Website"), including any content, functionality, and services ("Services") offered on or through the Website, whether as a guest or a registered user, including without limitation Result Reports ("RR") provided by Tri-Cities Wine Labs LLC and its representatives ("Service Providers"). Please read these Terms carefully before you start to use our Website and Services. Your use of the Website, including your use of an RR or other Services, or your clicking to accept or agree to these Terms when this option is made available to you, will constitute your agreement, on behalf of yourself and any entity you represent (collectively, "you" or "your"), to all of the Terms and our Privacy Policy found at [www.TriCitiesWineLab.com](http://www.TriCitiesWineLab.com) ("Privacy Policy"). If you do not want to agree to these Terms or Privacy Policy, you may not access or use the Website or Services.

Tri-Cities Wine Lab LLC may make future changes or modifications to these Terms at any time in the sole discretion of Tri-Cities Wine Lab LLC. All changes are effective immediately when Tri-Cities Wine Lab LLC posts them on the Website, and the changes apply to all access to and use of the Website and Services thereafter. Your continued use of our Website and Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check the Terms from time to time so you are aware of any changes, as they are binding on you. There may be additional terms provided through our Services governing your use of functions, features, information and applications available through our Services.

### General Terms and Conditions

All the reports and analyses prepared by Tri-Cities Wine Lab LLC for a user of the Services offered on this Website ("Client") are the property of Client and will only be released to the Client's team members listed as users on Client's account, unless otherwise directed by Client in writing or if required by law. Client understands and agrees that if it directs Tri-Cities Wine Lab LLC to provide third parties with reports or analyses, or to otherwise communicate in any manner with third parties (e.g., answering questions or providing interpretation of reports or analysis), or if Tri-Cities Wine Lab LLC is required to do so by law, Client will pay for all expenses incurred by Tri-Cities Wine Lab LLC in connection therewith including Tri-Cities Wine Lab LLC's actual out-of-pocket costs (e.g., messenger or delivery fees, travel expenses, photocopying) and the current hourly rate for the owner of Tri-Cities Wine Lab LLC Service Provider involved, charged in ¼ hour increments. Payment will be due as provided in the Credit Agreement section on this Website, or as otherwise directed by Tri-Cities Wine Lab LLC.

## **Use of Services.**

Our Services are provided solely for the Client and may not be used by any other person or entity, or for any other purpose. You agree not to alter any information on Website, RRs, or any information that may be copied or downloaded from other communications from Tri-Cities Wine Lab LLC and our Service Providers.

## **Registration and Account Security.**

To access our Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of our Services that all the information you provide to Tri-Cities Wine Lab LLC is correct, current and complete.

By registering for our Services, you may receive a Username and Password. You are responsible for maintaining the confidentiality of the Password and Username, and you are responsible for all activities that occur under your Password and Username. You agree to (a) immediately notify Tri-Cities Wine Lab LLC of any unauthorized use of your Username and Password or any other breach of security, and (b) ensure that you exit from our Website at the end of each visit.

Tri-Cities Wine Lab LLC reserves the right to disable any Username, Password or other identifier, whether chosen by you or provided by Tri-Cities Wine Lab LLC, at any time in the sole discretion of Tri-Cities Wine Lab LLC for any or no reason, including if, in the opinion of Tri-Cities Wine Lab LLC, you have violated any provision of these Terms.

## **Online Purchases and Other Terms and Conditions**

All purchases of Services through our Website or other transactions formed through the Website are governed by these Terms of Use. Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

## **Credit Agreement**

All invoices are due within 15 days of receipt. Past due accounts are subject to a monthly charge of 3% of the balance due per month. In the event of delinquency, Client agrees to pay all collection costs, attorney's fees, and court costs incurred in the collection of its account regardless of whether judicial action is taken. Credit terms are at the discretion of Tri-Cities Wine Lab LLC, which may alter or terminate terms without notice.

## **Changes to our Services**

Tri-Cities Wine Lab LLC reserves the right to withdraw, amend, suspend, modify or update our Website during the course of our providing Services for you, at the sole discretion of Tri-Cities Wine Lab LLC without notice. Tri-Cities Wine Lab LLC will not be liable if for any reason all or any part of our Website or

Services are unavailable at any time or for any period. From time to time, Tri-Cities Wine Lab LLC may restrict access to some parts of our Website, or the entire of our Website, to users, including registered users, even if access continues to be allowed to others.

## **Intellectual Property Rights**

Our Website, RRs, communications, and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Tri-Cities Wine Lab LLC, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Specifically, no ownership rights in our website, Services or in any content appearing on or made available through our website or Services are conveyed to you or any other person or entity. You agree not to reverse engineer, disassemble, modify or create derivative works of our Website, Services, or other communications.

The Tri-Cities Wine Lab LLC name, the Tri-Cities Wine Lab LLC logo and all related names, logos, product and service names, designs and slogans are trademarks of Tri-Cities Wine Lab LLC or its affiliates or licensors. You must not use such marks without the prior written permission of Tri-Cities Wine Lab LLC. All other names, logos, product and service names, designs and slogans on our services are the trademarks of their respective owners.

## **Prohibited Uses**

You agree to use our Services, RRs, and Website in a manner consistent with these Terms and any and all applicable federal, state, local or international law or regulation. Additionally, you agree not to:

- Impersonate or attempt to impersonate Tri-Cities Wine Lab LLC, a Tri-Cities Wine Lab LLC employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or Usernames associated with any of the foregoing);
- Use any device, software or routine that interferes with the proper working of our Services and Website;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Website or Services, the server on which our Website or Services are stored, or any server, computer or database connected to our Services; or
- Otherwise attempt to interfere with the proper working of our Website or Services.

## **Disclaimer of Warranty**

YOUR USE OF ANY OF OUR SERVICES OR WEBSITE, ITS CONTENT OR ITEMS OBTAINED THROUGH COMMUNICATIONS WITH TRI-CITIES WINE LAB LLC IS AT YOUR OWN RISK. OUR SERVICES, RRS, WEBSITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TRI-CITIES WINE LAB LLC AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND YOUR ABILITY OR INABILITY TO USE RRS, OR THE WEBSITE AND ITS CONTENT. NEITHER TRI-CITIES WINE LAB LLC NOR ITS SERVICE PROVIDERS MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, RRS OR OTHER COMMUNICATIONS REGARDING SERVICES RENDERED. WITHOUT LIMITING THE FOREGOING, NEITHER TRI-CITIES WINE LAB LLC NOR ITS SERVICES PROVIDERS REPRESENTS OR WARRANTS THAT THE WEBSITE, ANY RRS, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation of Liability**

IN NO EVENT WILL TRI-CITIES WINE LAB LLC, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN, OR THE USE, OF, OR INABILITY TO USE, THE WEBSITE, SERVICES, OR RRS AND THEIR CONTENT INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, CONFIDENTIALITY OR DAMAGE TO ANY COMPUTER SYSTEMS, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE TRI-CITIES PARTIES BE LIABLE FOR DAMAGES RESULTING OR ALLEGED TO HAVE RESULTED FROM ITS PERFORMANCE OR FAILURE TO PERFORM THE SERVICES, OR FROM ERRORS IN THE REPORTS OR ANALYSES PREPARED BY TRI-CITIES WINE LAB LLC FOR CLIENT.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Force Majeure**

Tri-Cities Wine Lab LLC shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement, when and to the extent such failure or delay is caused by or results from acts beyond Tri-Cities Wine Lab LLC's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule,

regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event which is beyond the reasonable control of Tri-Cities Wine Lab LLC. Tri-Cities Wine Lab LLC shall give notice to Client of the occurrence of any such event, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such event.

## **Indemnity**

YOU HEREBY RELEASE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRI-CITIES WINE LAB LLC PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES AND FEES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF YOUR USE OR VIEWING OF OUR WEBSITE, SERVICES, RRS,, OR THEIR CONTENT AND THE INFORMATION THEREIN.

## **Controlling Law and Severability**

These Terms and your use of our Website and Services are governed by and construed in accordance with the laws of the United States and the State of Washington, excluding its conflict of laws provisions.

Any legal suit, action or proceeding arising out of, or related to, these Terms or use of our Website or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the County of Franklin although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **Limitation on Time to File Claims**

Any cause of action or claim you may have arising out of or relating to these Terms or use of the Website or Services must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

## **Waiver and Severability.**

No waiver by Tri-Cities Wine Lab LLC of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Tri-Cities Wine Lab LLC to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If for any reason a court of competent jurisdiction finds any provision of these Terms, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.

## **Entire Agreement**

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Tri-Cities Wine Lab LLC with respect to our Website, Services, and all their content, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect thereto.

## **Contact Information**

To ask questions or comment about the Terms, contact us at: [Quinton@TriCitiesWineLab.com](mailto:Quinton@TriCitiesWineLab.com) or (208) 550-1984.