

TERMS OF SERVICE

Welcome to the internet sites of The Authentic Irpinia, LLC ("TAI"). TAI includes theauthenticirpinia.com, and other Internet sites affiliated with The Authentic Irpinia, LLC, (each a "TAI Site"). Each TAI Site is operated by The Authentic Irpinia, LLC, and its affiliates (collectively referred to herein as "we," "us," or "our").

PLEASE NOTE THAT YOUR USE OF THE TAI SITE IS SUBJECT TO THE FOLLOWING TERMS ("TERMS OF SERVICE"). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF SERVICE, DO NOT ACCESS OR OTHERWISE USE THIS TAI SITE OR ANY INFORMATION OR MATERIALS CONTAINED ON THE SITE. YOUR USE OF THE TAI SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. THE TERMS OF SERVICE MAY BE UPDATED BY TAI FROM TIME TO TIME WITH OR WITHOUT NOTICE TO YOU. YOUR CONTINUED USE OF THE TAI SITE INDICATES ACCEPTANCE OF ANY MODIFICATIONS TO THE TERMS OF SERVICE.

USER OBLIGATIONS

You agree not to do any of the following while using the TAI Site:

- Intentionally or unintentionally violate any applicable law or regulation.
- Access, tamper with, or use nonpublic areas of the TAI Site or TAI's computer systems. Unauthorized individuals attempting to access or tamper with these areas may be subject to prosecution.
- You will not access the TAI Site with any manual or automated process for any purpose other than to purchase TAI products and services as expressly allowed by these terms and conditions. Use of any automated system or software to extract data from the TAI Site ("data scraping") is prohibited, regardless whether such use is for commercial or noncommercial purposes.
- Frame or link to the TAI Site except as permitted in writing by TAI.

THE SALE OF ALCOHOLIC BEVERAGES

TAI is not a licensed seller of alcohol and does not sell wine. Notwithstanding the foregoing, TAI does not facilitate the sale or otherwise furnish alcohol to persons under the age of 21. By using this site you swear and affirm that you are over the age of 21. TAI makes every effort to ensure that alcoholic beverages are not delivered to anyone who is under the age of 21. By using this site you are acknowledging that the person receiving a shipment of alcoholic beverages from TAI is over the age of 21. You also agree that any alcohol purchased via TAI is intended for personal consumption and not for resale. If you do not agree with these conditions of use please do not use this site. If you intentionally or unintentionally misrepresent your age in order to provide

alcohol to a person under the age of 21 TAI will prosecute you fully to the extent allowable by law.

TITLE AND OWNERSHIP

Title to, and ownership of, all wine passes from TAI's third-party wine partners to the purchaser at the warehouse and state it is purchased in and the purchaser takes all responsibility for shipping it from the warehouse to his/her home state. By arranging for transportation of the wine, TAI is providing a service to, and acting on behalf of the purchaser. By utilizing this service from TAI, the purchaser is representing that he/she is acting in a fashion compliant with his/her local and state laws regarding the purchase, transportation and delivery of wine. The purchaser represents that he/she has obtained any required permission, paid any required fees, is working through properly licensed intermediaries where required, is legally entitled to take possession of wine and is legally entitled to take quantities ordered and once again authorizes that he/she is 21 years of age.

THIRD PARTY CONTENT AND MONITORING

Any opinions, advice, statements, services, offers, events or other information or content expressed or made available on this TAI Site by third parties (including information providers and users) are those of the respective author(s) or distributor(s) and not of TAI. TAI neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on this TAI Site by anyone other than authorized TAI employees acting in their official capacities.

PARENTAL CONTROL PROTECTIONS

As required by the Communications Decency Act of 1996, TAI hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to Content that may be harmful to minors. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, SurfWatch, and GuardOne. TAI does not sponsor or endorse any of these companies or their services.

LINKS

The TAI Site may contain links to other web sites or resources. You acknowledge and agree that TAI is not responsible or liable for (1) the availability or accuracy of such web sites or resources; or (2) the content, advertising, or products on or available from such web sites or resources. The inclusion of any link on the TAI Site does not imply that TAI endorses the linked site.

PAYMENT

In the event that a transaction is processed with insufficient/no payment, we have the right to use any payment method we have on record for you, and to charge any credit card, debit card, or any other payment method that we have on file for you one or more times, for full or partial amounts, as reasonably necessary for us to collect the payment due from you, or to contact you to arrange for remittance before your package(s) may be cleared for dispatch.

ESTIMATED DELIVERY DATE

TAI arranges delivery through a third-party delivery service. Delivery times therefore serve as an estimated delivery date from the third-party. Delivery dates take transit times into account including weekends, holidays, and your chosen shipping speed. TAI gives orders to our third-party delivery service without undue delay, but we will notify you if there is a delay on our part of items being shipped.

RETURNS

CANCELING MEMBERSHIP

If you need to cancel your membership, please contact us as soon as possible. We will cancel your membership upon notification of cancellation from you. Unless the cancellation is received no later than 3 months prior to the next shipment, the wine for the upcoming shipment will be sent to you and no further shipments will be made following that final shipment. Please contact customer Support (sarah@theauthenticirpinia.com) for assistance before returning any goods.

REFUNDS

Once your return is received and inspected, we will send you an email acknowledging receipt and notifying you of the approval or rejection of your refund. If approved, your refund will be processed and a credit will automatically be applied to your credit card or original method of payment within 30 days. Appearances, if any, are given at the sole discretion of TAI. Please contact customer support (sarah@theauthenticirpinia.com) for assistance.

EXCHANGES

We replace items only if they are deemed defective or damaged, and there is additional stock available. Please contact customer support (sarah@theauthenticirpinia.com) for assistance.

DAMAGED IN TRANSIT

If you receive items that have been damaged during transit, please contact customer support (sarah@theauthenticirpinia.com) within 10 days of delivery. Include a

description of the damage and pictures if possible; this is extremely helpful to us in making sure that our products are packaged and shipped properly. We will arrange for the damaged products to be replaced. TAI is not responsible for any loss, damage, or dissatisfaction that occurs following delivery.

LOCAL PICKUP ORDERS

Orders delivered to a local pickup location such as Walgreen's must be retrieved within 5 days following notification that your shipment is ready for pick up. Orders returned to us or our partners will be refunded for all items in saleable condition, less shipping fees.

PROTECTION OF CONTENT PROVIDED BY TAI AND ITS LICENSORS

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COPYRIGHTS AND DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT

TAI respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide TAI's Designated Agent the following information:

- TAI's Policy Concerning Claims of Infringement
- Written Notice of Copyright Claims

Claims of infringement should be in writing and should be directed to TAI's designated agent as specified below. Please include the following information:

- A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

NOTICES

TAI will give you any necessary notices by posting them on the TAI Site. You authorize TAI to send notices via electronic mail as well if TAI decides, in its sole discretion, to do so. You agree to check the TAI Site for notices, and that you will be considered to have received a notice when it is made available to you by posting on the TAI Site.

DISCLAIMER OF WARRANTIES

ALTHOUGH TAI ENDEAVORS TO PROVIDE CURRENT, ACCURATE AND RELIABLE INFORMATION ON THE TAI SITE, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE EVENTS OR THE ACCURACY, RELIABILITY OR ANY USE OF INFORMATION ON THE TAI SITE. TAI DOES NOT WARRANT THAT YOUR USE OF THE TAI SITE, OR THE OPERATION OR FUNCTION OF THE TAI SITE, ANY COMPONENT THEREOF, OR ANY PRODUCTS, SOFTWARE OR SERVICES OFFERED IN CONNECTION THEREWITH, WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT DEFECTS THEREWITH WILL BE CORRECTED; OR THAT THIS SITE OR ITS SERVER IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

YOUR USE OF THE TAI SITE IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIR OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE. TAI AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE TAI SITE. THE TAI SITE CONTENT PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TAI AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TAI SITE, THE USE OR PERFORMANCE OF THE TAI SITE, THE DELAY OR INABILITY TO USE THE TAI SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY EVENTS, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE TAI SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE TAI SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TAI OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE TAI SITE, OR WITH ANY OF THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE TAI SITE. THIS SOLE AND EXCLUSIVE REMEDY IS SEPARATE AND INDEPENDENT OF ANY OTHER PROVISION THAT LIMITS TAI'S LIABILITY OR YOUR REMEDIES.

ACCESSIBILITY INFORMATION

TAI strives to have our website and mobile applications accessible and user-friendly to everyone. If there is any way you think we can make our website or mobile applications more accessible to you, please email us at sarah@theauthenticirpinia.com.

PRIVACY POLICY

Your use of the TAI Site is governed by the TAI Privacy Policy.

TERMINATION OF YOUR TAI ACCOUNT

TAI may terminate your TAI membership, account, or access with or without cause at any time effective immediately. If we terminate without cause, we will refund on a prorated basis any portion of your membership fee that you prepaid in advance for the remaining portion of your then-current membership term.

MODIFICATIONS TO PRICES OR BILLING TERMS

TAI RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

FORCE MAJEURE

TAI shall be excused from performance under this Terms of Service if TAI is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement under this Terms of Service by reason of: (a) any provision of any present or future law or regulation or order of the United States of America, or any state thereof, (b) any act or omission of a third party, or (c) any act of God, emergency condition, war, pandemic, epidemic, government shutdown, computer or telecommunications failure or other circumstance beyond the control of TAI.

SURVIVAL

The following provisions shall survive any termination of these Terms of Service: No Warranty from TAI, Limitation of Liability, Indemnity and General Provisions.

GENERAL PROVISIONS

You agree that TAI and its licensors and partners may make improvements and/or changes in the Site Content and services or events described in this Site, if any, at any time without notice and without liability to you of any kind. You are responsible for compliance with applicable local laws, keeping in mind that access to the TAI Site may not be legal by certain persons or in certain countries. If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of TAI to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by TAI in writing. The Terms of Service, along with the TAI Privacy Policy, comprises the entire agreement between you and TAI and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. These Terms of Service are personal to you and you may not transfer, assign, or delegate these Terms of Service to anyone without the express written permission of TAI. Any attempt by you to assign, transfer, or delegate

these Terms of Service without the express written permission of TAI shall be null and void. These Terms of Service will inure to the benefit of TAI's successors, assigns, and licensors. The paragraph headings in these Terms of Service, shown in boldface type, are included to help make the agreement easier to read and have no binding effect.

DISPUTES

Any dispute or claim relating in any way to your use of any TAI Service, or to any products or services sold or distributed by TAI will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to The Authentic Irpinia 531 Main Street #519, El Segundo, CA 90245. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any TAI Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and TAI.

If you have any questions about these Terms of Service, please contact us.

The Terms of Service were updated April 1, 2023.