The Sunday School Wine Society, operated by Sunday School LLC Terms and Conditions

By participating in Sunday School Society, you agree to the following terms and conditions.

- 1. Community Standards.
  - 1.1 Prohibited Conduct: Unlawful conduct or speech, threatening conduct or speech, solicitation.
  - . 1.2 Sunday School, LLC, in its sole discretion, will terminate the membership of anyone who victimizes, harasses, or demeans an individual or group of individuals on the basis of religion, race, gender, sexual predilection, age, disability, or any other subject classification the owners deem relevant.
  - 1.3 Confidentiality. Sunday School, LLC respects your privacy and will not disclose any information that you provide except as set forth herein or otherwise agreed-to in writing. As a condition of participating in the Membership, you will respect the privacy of other Membership participants and to respect the Company's confidential information. Specifically, you shall not share any information provided by other Membership participants outside of the bounds of the Membership, in any format, unless you receive express written permission from such other participant to share the information. You will not share the educational information provided in the Membership with anyone except other Members, Sunday School staff, guests, and Sunday School designees This is literally how we earn our living. Our training is based on our education and experience. It is copyrighted. If you share it with people outside of paying members, not only is that stealing from us, it is stealing from the other paying members of this community.
  - . 1.4 Classes and Scheduling. Sunday School Wine Society is open to anyone 21 years of age or older. Scheduling of classes is in the sole discretion of Sunday School LLC, including rescheduling and cancellations based on unforeseen issues with staff, community members, or supplier and product availability.
- 2. Indemnification, Limitation on Liability, and Hold Harmless. Participation in Sunday School Wine Society is voluntary. By your participation, you release, waive, discharge, and covenant not to sue Sunday School, LLC, its agents, owners, or officers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained, whether caused by the negligence of the Sunday School, LLC, its agents, owners, or officers, from your participation in Sunday School Wine Society. By your participation, you are aware of the risks involved and hazards connected with participation in a wine education class delivered by an online format, including but limited to the risks of alcohol consumption and risks associated with human machine interaction, and you hereby elect to voluntarily participate in said activity with full knowledge of the

risks, voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, or any loss or damage to property, as a result of being engaged in such activity, whether caused by the negligence of Sunday School, LLC, its agents, owners, or officers or otherwise. By participating in Sunday School Wine Society, you will indemnify and hold harmless the Sunday School, LLC, its agents, volunteers and officers from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in Sunday School Wine Society activity, whether caused by negligence of Sunday School, LLC its agents, owners, or officers, or otherwise.

- 3. Intellectual Property. All Sunday School Wine Society and Sunday School, LLC written materials, photos, charts, text, graphics, logos, and audio/video lecture, as well as the software and apps that deliver the content, is copyrighted to its owners. Reproduction of, dissemination of, copying and reproducing of intellectual property is forbidden. Sunday School, LLC will aggressively and diligently pursue all legal remedies against individuals who infringe on its copyrighted material. By your participation you agree unconditionally that your dissemination of Sunday School intellectual property will result in damages for which you will be responsible for repaying.
- 4. Membership. Membership in Sunday School Wine Society entitles the Member to:
  - New content as it is posted
  - Access to members-only forum
  - Access to recordings of classes, lessons, interviews with winemakers
  - Access to the Sunday School Wine Society content library
  - Discounts to some other Sunday School events, merchandise etc.

## 5. Payment.

- Standard, Unlimited access to Membership privileges detailed in Clause 4
   \$29/month
- Standard Unlimited access to Membership privileges detailed in Clause 4 for a household - \$49/month
- Social (access to forum only) \$7.99/month, no commitment
- Pay year upfront for standard for 20% discount
- For a limited time only, Sunday School LLC offers the following discounted memberships: Early bird member - \$19.99 for life (unless they leave, whereby losing access to the special price if they want to rejoin)
- 5.1 Sunday School, LLC uses a third-party credit card biller and as such
  has no access to your credit card information. You hereby authorize the
  Company to charge your credit card or debit card automatically according
  to the terms set forth in the Payment section above, as well as any fees
  for processing said payments.
- 5.2 Sunday School LLC does not offer refunds except in the first month of membership where a full refund will be issued on request. This is offered once per person (ie, a person joining up on more than one occasion can only access the refund once).

- 5.3 Sunday School LLC offers members a break in membership of 3 months or more on request.
- 6. Disclaimers. Sunday School uses third parties for credit card processing and, in some instances, as guest lecturers. While we vet our third-party colleagues, Sunday School, LLC, disclaims all liability for its members' interaction with those third parties. Sunday School is not responsible for individual bottles of wine. Sunday School does not guarantee any particular result and does not offer degrees or certifications.
- 7. Boilerplate terms.
  - 7.1 This agreement is governed under the law of the State of Oregon and any dispute arising from this agreement will be litigated in the State of Oregon.
  - 7.2 Severability/Waiver. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement or invalidate such term in any other jurisdiction.
  - 7.3 Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent.
  - 7.4 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.
  - 7.5 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.