

## TERMS & CONDITIONS

### General

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- post, store, transmit, download or distribute any threatening, abusive, libelous, defamatory, obscene, or legally objectionable materials of any kind, including anything constituting or encouraging a criminal offence, giving rise to civil liability, or otherwise violating any laws.
- post any non-public information about companies without the proper authorization to do so.
- provide false information on your registration or impersonate someone else.
- post, transmit or otherwise distribute any materials that contain a virus, trojan horse, worm, or other harmful or disruptive component.
- upload, post, transmit or otherwise distribute or reproduce any information, software or other material protected by copyright, or other intellectual property right, without the permission of the copyright owner or the holder of the right.

Time Family of Wines reserves the right for any reason to remove without notice any content of this website received from you, including without limitation bulletin board postings. Time Family of Wines reserves the right, in its sole discretion, to deny any person access to this website or any portion thereof without notice. Time Family of Wines reserves the right to edit any notices of postings for clarity and length.

You agree to defend, indemnify and hold harmless Time Family of Wines, its affiliates and partners, and their respective directors, officers, employees and agents from and against all claims and expenses, including lawyers' fees, arising out of your use of this website.

Time Family of Wines shall have the right, but not the obligation, to monitor the content of this website, including chat rooms and forums, to determine compliance with these terms of use and any operating rules established by Time Family of Wines and to satisfy any law, regulation or authorized government request. Time Family of Wines shall have the right, in its sole discretion, to edit, refuse to post or remove any material submitted to or posted on this website. Without limiting the foregoing, Time Family of Wines shall have the right to remove any material that it, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Without limiting the foregoing, Time Family of Wines shall have the right to immediately terminate your access to this or any Time Family of Wines website in the event of any conduct by you which Time Family of Wines, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of any of these Terms & Conditions.

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You acknowledge that this agreement and all documents related hereto shall be prepared in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

#### **Additional Terms & Conditions for On-Line Purchases**

All wines are offered subject to availability at the time your order is received. Should a product be sold out when your order is received, our liability is limited to refunding your payment for the unavailable product.

Taxes are not included in the displayed prices of the products. Shipping and delivery charges are not included in the displayed prices of the products. Shipping charges are calculated on the total and will vary with the size of the order.

All credit card transactions are completed over a secure Internet server that utilizes SSL (Secure Socket Layer) technology and complies with the required industry security standards to ensure your information is protected.

Customs and duty regulations and international trade agreements prevent us from shipping across international borders.

Our courier and delivery services are instructed to not deliver wine shipments unless the person signing for the order shows proof that he or she is at least 19 years of age. They will not deliver the wine to any visibly intoxicated person. If the wine needs to be returned and redirected to you as a result of this, you will be responsible for additional shipping charges.

You will pay us for the Products and/or the Services in accordance with the terms set out on the website or on the Order Form delivered to you electronically, in response to your request to purchase a product or products.

When making purchases or other transactions through this website, you may be asked to supply certain information, including credit card or other payment mechanisms. You agree that all such information you provide will be accurate and complete. You agree to pay all charges incurred by you or other users of your account and credit card or other payment mechanisms at the prices in effect when such charges are incurred. You also will be responsible for paying all applicable taxes, if any, relating to purchases on the website. You agree to be bound by all the terms and conditions on this website and on any applicable order form.

Time Family of Wines represents and warrants to you that it will prepare and deliver your product or service using reasonable care and diligence and, that at the time title passes, you will have good and clear title to the Products being sold hereunder, free and clear of all liens and encumbrances.

## **Privacy**

At Time Family of Wines we respect your right to privacy on the Internet. We voluntarily adhere to the Canadian Standards Association "Model Code for the Protection of Personal Information", which also ensures that we comply with the Canadian federal government's privacy legislation, the "Personal Information Protection and Electronic Documents Act"

Time Family may collect personal information on visitors to this website.

Most of the activities you will do on this site will not result in personal information being collected by us. If you subscribe to any services offered on the website, or use our on-line store, we may ask you to provide certain information about yourself by filling out and submitting an on-line form. It is completely optional for you to engage in these activities, but if you elect to engage in these activities, Time Family of Wines may ask that you provide us with personal information, such as your first and last name, mailing address (including postal or ZIP code), e-mail address, employer, telephone and fax numbers, and other personal information. Some of this information is required to participate in those activities. Should you choose not to provide the requested information, you will not be able to engage in the activity.

The information we collect may be used to: (i) improve the content of our website; (ii) personalize the content and/or the layout of our website for each individual consumer; (iii) notify consumers about updates to our website; and (iv) contact consumers for marketing purposes. If you do not want to receive e-mail from us, please let us know by calling us at 1.236.422.2556 or sending an e-mail to us at [info@timewines.ca](mailto:info@timewines.ca) and telling us that you do not want to receive e-mail from our company. If you supply us with your postal address on-line, you will only receive the information for which you provided us your address. Time Family of Wines will not fully disclose individually identifiable information about you to any third party without first receiving your permission. Time Family of Wines does not rent, trade or sell your personal information to others. Information collected is not shared with other organizations for commercial purposes.

When you register with Time Family of Wines or place orders, we offer you a secure server. The secure server software (SSL) encrypts all information you input before it is sent to us. All user information we collect is protected against unauthorized access. We endeavour to ensure that our system is protected by the latest Internet security protocols.

To analyze site traffic and to provide personalized services, we may use a feature of your browser called Cookies. Our Cookies pose no security risk to you at all. They contain no personal information, only a special string that tells our service that you are a past user of our site. No personal information is stored within the Cookies.

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