



WineWeb Enterprises, Inc.
1 Stone Ridge Rd, Santa Fe, NM 87505
888-236-0058 Fax: 888-236-1439
www.wineweb.com

WineWeb Winery Services Agreement

This agreement is hereby made and entered into this _____ day of _____, _____ by and between WineWeb Enterprises, Inc., a New Mexico corporation (Provider), and _____, a _____ who is registering for WineWeb services (Winery). The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. If Winery so elects, the Provider agrees to provide the ability for accepting orders for the Winery's wines and other items on the Internet computer network, through its e-commerce service. If Winery so designates, Provider will connect with an external service to process the customer's credit card, with payment flowing to the Winery's merchant account. If Winery so designates, Provider will pass data between its service and other service providers for such functions as order fulfillment, shipping labels, compliance reporting, and age verification. Provider shall use commercially reasonable effort to keep data such as sales tax rates and compliance parameters current, but assumes no liability for incorrect data.
2. If Winery so elects, the Provider agrees to provide its point-of-sale application to Winery. All terms and conditions in the preceding paragraph also apply to this application.
3. If Winery so elects, the Provider agrees to host Winery's website on its servers and make the website available to Internet visitors. Provider agrees to make a reasonable attempt to provide a high level of availability to website access, similar to the availability of its wineweb.com website. Provider accepts no liability to Winery for website access disruptions outside Provider's control. Winery agrees to remit payment for these services, as agreed and invoiced, provided however that Winery shall not be required to remit payment for any prolonged service outage, on a pro-rata basis to the total hours in the billing period.
4. If Winery so elects, the Provider agrees to provide email accounts to Winery, under Winery's domain name. Winery agrees to not use these email accounts for unsolicited bulk mailings, commonly referred to as "spam". Winery further agrees to send emails in compliance with all laws and regulations. Failure of Winery to comply with this section is cause for immediate termination of this agreement.
5. Provider allows site visitors to purchase gift certificates that may be redeemed at any winery website where Winery uses Provider's order processing service. When a customer redeems a WineWeb gift certificate on a Winery's order, Provider will offset the Winery's monthly invoice with the total amount of gift certificates redeemed, less 3% to offset credit card transaction fees. Any negative invoice balance will be paid to Winery. Winery may choose to opt-out of this feature.
6. Provider will invoice Winery for the services provided after the end of each month, based on the fee schedule published on website (services.wineweb.com). Provider will notify Winery of any fee revisions. Winery agrees to remit payment as invoiced, less any adjustments for orders not shipped by Winery. Half of all setup fees are billed upon execution of this agreement, the remaining half are billed upon Winery's acceptance of the setup.

7. Customer and order transaction data are the property of the respective winery. Provider will not sell or rent this data, nor use it for any purpose other than to administer these services. Provider may use non-personal, aggregate level data for statistical purposes.

8. Provider shall use its best efforts to remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS. Unless Provider is found to be grossly negligent in safeguarding Winery’s data, Provider assumes no liability in any claim or other such action against Provider or Winery arising out of or relating to any loss of Winery’s customer credit card or identity information managed, retained or maintained by Provider, including but not limited to fraudulent or unapproved use of such credit card or identity information.

9. Winery retains ownership of copyright to all Winery content created as well as the website design elements such as images and graphics. Provider retains ownership of the software programs that display the Winery's data, and the resulting HTML coding structure, as well as design stylesheet coding.

10. Provider will email invoices for its services at the conclusion of each month. Provider requests that Winery maintain electronic check or credit card information on file, so Provider can electronically process payments. If Winery chooses to pay with a paper check, Provider may add a \$5 fee to each invoice to offset increased clerical costs.

11. Provider will include an inflation adjustment factor on each invoice. The invoice sub-total amount will be multiplied by this inflation adjustment factor to create the total invoice amount. The inflation adjustment factor is the net change in the Consumer Price Index (CPI-U, US City Average, All Items) from December 2011. The inflation adjustment factor will not fall below 1.0.

12. Failure by Winery to make payment to Provider within 30 (thirty) days of receipt of invoice shall be cause for Provider to discontinue its service to Winery until payment is received, and/or require Winery to maintain a prepayment deposit. Amounts due over 30 days shall bear interest at 1.5% per month. Winery shall indemnify and hold Provider harmless from any losses, lost profits, claims or otherwise associated with Provider’s disabling or discontinuing service to Winery hereunder this Paragraph.

13. Disclaimer: The Provider acts as a source of information about wines and as an intermediary between a buyer and seller of wines, solely for the purposes of providing information, provided by wineries to buyers, and transmitting an order from the buyer to the seller. It disclaims all responsibility for determination whether the buyer is a qualified buyer under the laws of the buyer's place of residence, whether Winery can legally ship to buyer’s destination, whether the products advertised by the winery are as represented, whether the services to be performed by the winery will be as represented by the winery, or whether payment by the buyer will be satisfactory to the winery. Winery shall indemnify and hold Provider harmless from any causes of actions or claims relating to Winery’s failure to abide by any statute, law or regulation, including but not limited to Winery’s failure to qualify buyers made available through Provider.

14. This agreement shall remain in effect until either party notifies the other, of its intent to cancel this agreement. Provider shall not cancel this agreement, except for cause, with less than 30 days notice to Winery.

15. The site Terms and Conditions (available at <http://www.wineweb.com/termsconditions.html>) and the site Privacy Policy (available at <http://www.wineweb.com/privacy.html>) (as either are amended from time to time) are incorporated herein by reference.

16. Provider may amend this Agreement at any time by posting a revised version on its website. Provider will email a notification of the change to Winery. The revisions are effective 30 days after such notice. If Winery continues to use Provider's services after 30 days of such notice, then Winery is deemed to have accepted the revised Agreement, unless winery responds otherwise in writing or email within the 30 day period.

17. This agreement shall be interpreted in accordance with the laws of the State of New Mexico, USA. Should any clause in this agreement be found invalid, the remainder of this agreement shall not be affected, and all other provisions of this agreement shall remain valid and enforceable to the fullest extent permitted by law. Provider's services are not personal in nature, and may assign the services and this Agreement without notice to Winery.

18. Winery represents and warrants that it shall indemnify and hold Provider harmless for its use of the services, and for any error or omission related to its use of the services. Should a dispute arise hereunder this Agreement, you agree to personal jurisdiction in New Mexico, and agree to bring and accept suit in Santa Fe County, New Mexico.

19. Winery is responsible for compliance with all applicable federal, state and local laws. Winery shall be responsible for collecting and paying any and all taxes of a transactional nature, including but not limited to gross receipts, sales and use taxes that may be required in the jurisdiction(s) where Winery is registered, located, or conducting business.

20. Winery represents and warrants that it has the appropriate rights or licenses for its content, as well as all logos, trademarks or intellectual property supplied by Winery. Furthermore, Winery also agrees that it will not use services to display any content determined objectionable by Provider, in its sole discretion.

21. Winery represents and warrants that it will not violate any law, third-party rights, or post any false, inaccurate, misleading, defamatory or libelous content, images or statements while using services.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and the year first named above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Provider

WineWeb Enterprises, Inc.

Name: Ronald Kreutzer

Title: President

Signature: _____

Winery

Company: _____

Name: _____

Title: _____

Signature: _____

Services Requested

- Premier Bundle:** All services
- Website:** Enhanced Plan Small Winery Plan
- e-Commerce:**
- Point-of-Sale:**

Contact Email: _____