**TERMS AND CONDITIONS**

Vindome EOOD – Terms and Conditions. Updated 15 April 2024. Please read these terms carefully before using Vindome services. To download our full PDF click here.

These Terms and Conditions set out the terms on which Vindome offers you access to and use of the Vindome Platform, as maintained and operated by Vindome EOOD.

These Terms and Conditions regulate the relationships between Vindome and any person who visits the Platform or has access to the services provided through the Platform.

Any person shall be entitled to use the Platform from everywhere within the explicit agreement that they strictly comply with these Terms and Conditions. If, at any point, you do not or are not willing to be bound by these Terms and Conditions or any other policy, you must immediately stop using the Platform.

**WELCOME TO VINDOME! LET’S GET STARTED WITH THE BASICS**

1. **About Vindome**

Who we are: Vindome EOOD is a company registered in Bulgaria and whose registered office is at 9 Simenovsko Shoes Blvd, Entrance E, Floor 7, apt 115, Studentski District, 1700 Sofia, Bulgaria and whose registered number (UIC) is 207675664. In these terms, **Vindome**, **we**, **us** and **our** refers to Vindome EOOD.

Vindome is a registered trademark. Vindome’s Marks means the names, trademarks, trade names, drawings, logos and symbols which Vindome uses to promote and identify the Platform and any incorporated and derivative products and services which may be disclosed to the User.

What we do: The Vindome platform is an international website and App (altogether, our **Platfrom**) that allows you to buy, store and sell investment-grade wine, as well as any other product or service as specified on the Platform. The Platform enables you to manage your purchases and sales in one place. We also offer delivery of your wines or other products if you live in a country we can deliver to. (Please see section 15 for more details)

What we don’t do: VINDOME is not carrying out financial activities and is not providing investment advice. VINDOME recommends that the User obtain independent expert advice before purchasing any product. By using the Platform and the Platform services the User will be able to access information about fine wine and other products and relevant price data, valuations, scores, charts, assessments and reviews. The User agrees that the Platform information represents general guidance only and is provided for general information purposes. The Platform information is only subjective appraisal and assessment of available data that may be open to more than one interpretation. The Platform information is not the result of the application of any scientific analysis or process. The descriptions of the services on the Platform are informative and guiding. Vindome is not responsible and does not owe compensation to the User in case of inaccuracy and / or incompleteness of the descriptions of the services. Pricing information provided as part of the Platform information is the outcome only of a process of statistical and intuitive analysis based on available market data.

Therefore, the User should not rely upon any Platform information when making selling or buying decisions. You also acknowledge and agree that:

* the Platform information is only made available to you for your own purposes in assessing prices and the relevant market generally (and the User agrees to use it exclusively for such purpose) and
* that the Platform information is not and should not be relied on as being investment advice of any kind.

To provide our Users with the best experience, we may add, amend, suspend or remove products or services from time to time. These changes won’t affect our obligations under these Terms and Conditions.

We are responsible for the Services we provide, within the limits of applicable laws and our commitments, and under the conditions set out in these Terms.

1. **About you and our Users**

 You are one of our **Users** who:

* is at least 18 years old, and/or of legal drinking age in your country of residence. Under no circumstance may a user be under the age of 18 to register with us and use our services,
* register with us,
* have the capacity and rights to be able to carry out transactions on the Platform,
* agree to these Terms and Conditions.

The User understands that buying and selling wine bears risks and that the nature of wine is such that wine may be corked, prematurely oxidized, display advanced signs of aging or suffer from other imperfections. VINDOME does everything it possibly can to reduce the risk of spoiled and counterfeit wines by using the latest anti-counterfeit technologies and state-of-the-art storage facilities. However, the User understands that VINDOME bears no responsibility for spoiled or counterfeit wines and the User indemnifies VINDOME from any damages or losses.

1. **About these Terms**

About these Terms. These Terms and Conditions (the **Terms**) are a legal agreement between you and us and govern your use of our Platform and Services. You agree to these Terms if you click the button indicating your acceptance when you register for a personal Vindome account (an **Account**) or when we notify you of up-dates to these Terms.

What **bold and/or capitalized** words mean: If you see a capitalized term or term in bold, that’s a defined term and we’ve provided you with the definition of what it means.

Definitions: Without limiting any other definition in these Terms and Conditions, the terms below shall have the following meaning save where the context requires otherwise:

* “Vindome” or “Owner” shall mean Vindome EOOD as identified in Section 1 above, which company owns and administers the Platform
* “Platform” shall mean the Vindome web platform and application with the provided services.
* “Terms” shall mean this document and the Legal Agreement.
* “Legal Agreement” shall mean that the terms of this agreement are binding on the relationship between the User and Vindome once the User has accepted these Terms.
* “Product” shall mean all the products sold by and/or through Vindome.
* “Services” shall mean all the services provided by Vindome.
* “User” or “you” shall mean the private or the professional person registered on and using Vindome.
* “Registration” shall mean the procedure under section 5.
* “Sell Price” shall mean the best asking price
* “Buy Price” shall mean the best offer price
* “Collection” shall mean a set of selected product offered at a certain price.
* “Warehouse” shall mean the place where the purchased Product shall be stored
* “Warehouse Manager” shall mean the company - partner of Vindome that manages the Warehouse
* “Delivery” shall mean the process of delivery of the Product selected by the User

Changes to these terms and conditions. The Owner reserves the right to modify these T&C at any time, informing Users by publishing a notice within VINDOME. Users who continue to use VINDOME after the publication of the changes accept the new T&C in their entirety.

Other important information. We provide links to important and other helpful information in these Terms, including our Support where you’ll find answers to some of the most frequently asked questions from our Users. But if you can’t find what you’re looking for on our Support (which we update regularly), please contact us by any method described below.

In these Terms, unless the context otherwise requires, words denoting the singular may include the plural and vice versa. Words denoting persons may include any individual, or any company, partnership or other legal entity.

1. **How to contact us**

General inquiries. If you wish to contact us for any reason, you can contact us through

the website or the App, or email us at info@vindome.net . We do not offer telephone

support as a standard.

For more information about when our Customers Services is available, please see:

<http://vindome.net>

To raise a dispute with us. We hope you enjoy using our Services, but if there’s a disagreement between you and us, please let us know by completing our dispute form so we can try to resolve the issue as quickly as we can.

 If we need to contact you. If we need to we will email you but, depending on the nature

 of what we need to tell you we may use the App and push notifications. All information

 or notifications that we will provide to you will be in English.

1. **Becoming a User**

Registration procedure. To create your Account and keep it secure, you’ll need to provide us with:

* your first name and surname,
* email address,
* creation of a personal password,
* confirmation on the platform be aged over 18 or above,
* accept our Terms and Conditions,
* accept our Privacy Policy

 Your email address will be used as your unique username. Disposable or masked emails

 can’t be used to create your Account. To confirm your registration you will need to

 follow a link sent in an email as a response of the registration request.

Verification and security actions. During the Account registration process, and at any time during your use of our Services, we might ask you to:

* + help us verify information on your Account (like your phone number, email or payment method),
	+ provide additional relevant information,
	+ remedy any incorrect or incomplete information on your Account, or
	+ answer security questions.

By this, we verify that you are the person accessing your account and/or making transactions on the Platform. These requests will be proportionate to the security concern we’re trying to resolve. If the information you provide is incomplete or incorrect, or if you don’t cooperate with our requests, we may block your Account as described further below.

It is understood that the Owner shall not be held responsible under any circumstances in case of loss, disclosure, theft or unauthorized use by third parties, for whatever reason, of the User’s access credential.

Changes to your personal details. You must inform us promptly of any changes to your personal information. You can see the name and address we have on file for you by logging into your account. In case of non-fulfillment of this obligation Vindome is not responsible for providing its Services and implementation of its obligations when using incomplete or inaccurate data, issuing documents with incorrect data or any other actions.

 Account restrictions. You are allowed to have more than one account but they must have different emails associated with the account and be clearly separate accounts.

Promotions and Affiliate programs**.** From time to time, users may be eligible to use a discount or special offer received from Vindome in the form of a PromoCode. Terms for the promotion will be made available at the time of the promotion. We reserve the right to withdraw any promotional terms at any time.

Third-party websites, content and services.Certain features on our Platform use tools and services that are provided by third parties and are governed by their terms and conditions. We’ll provide you with a link to that third party’s terms and conditions so you can review and accept their agreement before using these features. Vindome does not guarantee that products, solutions and services of third party providers, will run on the Platform without problems or will be available at any time and from everywhere.

1. **Using the information, you share with us**

How we use your personal data. We will process your personal data to fulfill our obligations and rights under these Terms and provide you with our Services. Please read our Privacy Policy for more information about how we collect, store, use, and protect your personal data. We put a lot of effort into protecting your personal data, but even the strongest security measures can’t always shield against cyberattacks and guarantee that unauthorized third parties won’t find a way to access or affect your personal data. Therefore, please consider what personal data or other information you provide us with as it is at your own risk.

1. **What you must and must not do**

You must. We want to provide our Services in a safe, trusted, and secure environment for all Users browsing the **Platform**, but a User’s actions and behavior can negatively impact this objective. To allow us to achieve a safe and secure environment, you agree to do the following when you use our Services:

* + - comply with these Terms and applicable laws,
		- provide us with truthful, accurate, and up-to-date information about yourself, and immediately update your Account if your information changes (like your billing address, delivery address, bank details or identity document),
		- keep your Account login details and password confidential and tell us if you think someone might have unlawfully taken over your Account,
		- only share information from the website or application with third parties, including on social media, if allowed by the “Share” button.

You must not. When creating an Account or using the Platform or Services, you agree you will not:

* reverse engineer, decompile, disassemble, modify or create derivative works based on VINDOME or any portion of it;
* circumvent any technology used by VINDOME or its licensors to protect content accessible via it;
* copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through VINDOME;
* use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of VINDOME or its content;
* rent, lease or sublicense VINDOME;
* defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
* disseminate or publish content that is unlawful, obscene, illegitimate, defamatory or inappropriate;
* misappropriate any account in use by another User;
* register or use the Service in order to approach the Users to promote, sell or advertise products or services of any kind through VINDOME in any way;
* use VINDOME in any other improper manner that violates these Terms.
1. **Our rights to handle concerns**

Taking corrective actions. If we find out you’re doing something that’s against the rules described in these Terms or unlawful, we might apply any of the corrective actions listed below:

* send you a warning message that you need to follow these Terms,
* restrict your Account by blocking your access to certain features, or,
* notify local authorities about your activity if there’s a threat to our Platform safety.

Refuse of access to the Services. We might block your Account temporarily or definitively if:

* we took a corrective action listed above and you continue to repeatedly breach these Terms,
* you commit a serious breach of these Terms, meaning;
	+ you provide us with incorrect, false or misleading information on your Account or fail to keep your information up to date,
	+ you don’t cooperate with us when we try to verify information you provide on your Account,
	+ you abuse the Platform’s functionalities, or
* one of the scenarios described below: *Suspicions identified by a Vindome Wallet Provider or Payment Processor, or Issue with Transactions, Safety and legal concerns, Minors or Security threats occur.*

And when we state we will “**block**” your Account, this means:

* you will not be able to use your Account except to contact our customer support team at info@vindome.net,
* you will not be able to buy or sell wine on the Platform until the Account is unblocked and the issue is resolved,
* we will not be delivering any wine to you until the dispute is resolved,
* complete any pending Transactions, but if your Account is blocked because of security or fraud concerns raised by a Vindome Wallet Provider, because your Account has been compromised or because it is objectively necessary to protect the legitimate interests and rights of everyone involved in a Transaction the following consequences may occur:
	+ your pending Transaction might be canceled and all the fees paid by the Buyer would be refunded to the Buyer, and/or
	+ your ability to make a Payout might be restricted.
* We may prevent you from creating a new Account on the Platform.

Corrective actions or blocking will be proportionate. Just to clarify, any of the actions described above will be proportionate to your violation and will take your interests into account.

Statement of reason. If we take a corrective action listed above or block your Account. we’ll let you know:

* our reasons for doing so,
* the restriction we’ll apply to your Account,
* the facts and legal grounds we relied on to make our decision,
* information about what recourse you have (described in more detail in the

 section below ‘Your option for recourse’).

Taking corrective action or blocking without a prior notice. We can take corrective actions or block your Account without notifying you reasonably in advance if one of the below scenarios occurs. We’ll only provide you with a statement of reasons at the time we take action:

* *Suspicions identified by a Vindome Wallet Provider or Payment Processor*: a Vindome Wallet Provider or Payment Processor reports a suspicion to us that you violated the law, breached their terms and conditions or misused the Platform when using their payment and/or wallet services (including money laundering, terrorist financing, scamming, identity theft or use of false documents).
* *Issues with Transactions*: you start a dispute resolution procedure about a Transaction through a Payment Processor and there are objective and legitimate reasons to believe that, in this context, you violated the law, breached these Terms or misused the Platform.
* *Safety and legal concerns*: your use of the Services violates the law, regulations or rules of public security or is likely to have serious consequences for the health, safety or legitimate economic interests of us, other Users, or third parties. This might be:
	+ - committing identity theft or any other type of fraud, or
		- misusing the Platform in a way that puts the safety of other Users or the security of the Platform at risk (such as logging in from suspicious IP addresses, scamming or spamming other Users). We’ll conduct a fraud investigation and seriously examine any claims you made.
* *Minors*: if you are using the Account and you are less than 18 years old.
* *The law prohibits us*: notifying you in advance would violate a law, regulation or direction of a legal enforcement authority, or could put us at risk.
* *Security threats*: there's a threat to the security or smooth operation of our IT system.
* *Repeated or serious breaches*: you commit a serious or repeated breach of these Terms.

Your options for recourse. You can challenge our decision to take any corrective action by:

* submitting an appeal by sending an email to info@vindome.net. We’ll review your appeal as soon as we can under the supervision of qualified staff,
* bringing an action before national courts under applicable laws.
1. **How to set up a Vindome eWallet**

About Vindome eWallets. You can create a Vindome eWallet, which is an electronic wallet available on the Platform provided by a third party supplier. You can use your Vindome eWallet to:

* Receive and store funds from a wine or product you sell
* buy wine or other product either from our **Collections** or our **Live Market**.
* Pay for optional services including your quarterly Storage & Insurance fees.
* Transfer funds from your Vindome eWallet to your personal bank account (a **Payout**)

Who needs an eWallet. Any User that wants to sell on our platform will need to create a Vindome eWallet. The process of creating the eWallet starts when you initate your first sell order. You will automatically be taken through the process of confirming your declarative data including;

* first and last name,
* email address,
* date of birth,
* nationality,
* country of residence,
* and confirm the Terms & Conditions and privacy policy of the wallet provider of our wallet provider (we’ll provide you with a link to these in the wallet opening form).

How is the Wallet provided. Vindome Wallet is a payment service that can be provided by one of our regulated third-party payment service providers, which includes:

* MangoPay SA, a licensed electronic money institution in Luxembourg which is regulated by the Commission de Surveillance du Secteur Financier of Luxembourg or any other payment service provider (hereinafter referred to as “Vindome Wallet Provider” as well) chosen by Vindome and introduced on the Platform.

 How to open a Vindome Wallet. To request to open a Vindome Wallet, simply go to My Account and:

* go to “Wallet” and the section Verify your identity and then press “Verify Now”
* Follow the steps “Tell us more about you” and “Upload ID document”
* You will need to provide us with your full name, email address, date of birth, nationality, country of residence, agree with the terms and conditions and privacy policy of the wallet provider (we’ll provide you with a link to these in the wallet opening form) and a upload a copy of a valid identity document.
* Within 1 or 2 business days you will receive an email from Us confirming if the opening of the wallet has been successful or not.

KYC Checks. Vindome eWallet Provider(s) require you to complete the “Know Your Customer” procedure (**KYC Checks**). KYC is a procedure based on anti-money laundering and terrorist financing regulations. The initial check is done during the opening of a Vindome eWallet as described above in the “How to open a Vindome eWallet” section. The Providers may require you to complete additional KYC Checks and depending on their internal procedures and applicable laws

Vindome is not responsible for any of the activities related to the KYC Checks, including the collection, verification and storage of data and documents.

If you fail a KYC Check. If you fail a KYC Check or don’t complete one during your initial request to open a Vindome eWallet, then you won’t be able to open an eWallet. If this happens you will be able to sell your wine or product but you will not be able to make a purchase with the funds in the eWallet or complete a Payout to your bank account. (you can find more details about Payouts further below). These limitations to your eWallet can also be applied by the Wallet Provider in cases they suspect that you are connected to fraudulent, suspicious or illegal activity.

How to make a Payout to your bank account. You can request a Payout from your eWallet by clicking the button “WITHDRAW TO YOR BANK ACCOUNT” then select the amount you wish to withdraw (if its below or equal to Euro 500 you will be requested to withdraw the full amount). Once you have confirmed click on the button “SELECT BANK ACCOUNT”. If you have not already added a bank account you will be asked to do so before confirming the withdrawal.

IMPORTANT: The bank account needs to be in the same names as the owner of the wallet.

If you’re located:

* In the eurozone, you can make a Payout in euros to a personal bank account located within the European Union or European Economic Area. Making a Payout outside of the Eurozone may incur additional bank charges applied by the receiving bank.
* Outside of the eurozone, you can make a Payout in the currency of your choice to your bank account. Please note additional charges may apply by the bank processing the payout.

Limitations to Payouts : Currently we have no limitations to the minimum the Withdrawal/PayOut amount.

1. **How to make payments**

How to pay on our Platform. We aim to make paying for wine or other products or services as easy as possible. You can make a payment using:

* your Vindome Wallet – you can use the funds in your Wallet to pay for a Collection or a direct purchase on our Live Market but only if the amount cover the full amount of the purchase. We currently do not offer credit card top ups (paying for a purchase with two different payment methods)
* your credit card or debit card, or
* PayPal,
* Crypto currency through a third party - service provider, as indicated on the Platform,
* another payment method we might introduce on our Platform.

Processing your payment. We use authorized third-party payment service providers (**Payment Processors**) to:

* process online payments for the purchase of wine, other products or optional Services on our Platform
* process Payouts from your Vindome eWallet, or

We also contract with third-party providers to store your payment method information. We’ll help you so you can use your Vindome eWallet and our Payment Processors, but we don't handle your payments ourselves.

Payment fees. The user shall pay the processing fees associated with their preferred payment method.

Retention of title. Until the complete payment of the price of the wine or other product and its related fees by the User, the wine shall be considered property of Vindome.

Safety & security. Please ensure that your payment details are accurate so that payments made on our Platform are safe and secure. Otherwise, your payment might be canceled or you may be required to prove a payment method is yours or that you authorized a payment, if the automated software systems think it was stolen.

Vindome shall not be liable if a payment method, including the eWallet, involving a Third party - payment service provider is not available or otherwise does not function for reasons that cannot be attributed to the fault of Vindome.

1. **Ending our relationship**

You can end our relationship.You can end your relationship with Vindome and stop your use of our Services at any time and free of charge. You can give us notice to close your account from the menu More->My Account->My Profile “Close account” within the App at any time unless:

* + - We are currently processing payments for you;
		- Your portfolio is not empty and you have outstanding liabilities (invoices) to us.

Alternatively, you can ask to have your account deleted by emailing us to info@vindome.net

Or we can. In case of breach of these Terms the Owner can end these Terms at any time and for any reason by giving you 30 days’ prior written notice.

What happens then. These Terms will apply until any pending Transactions and Payouts are completed.

**READY TO START BUYING, COLLECTING AND SELLING WINE WITH VINDOME?**

1. **How to buy wine on Vindome**

How to buy wine. There are two ways to buy wine on the Vindome Platform: **Collections** and **Live Market.** Collections are carefully created by our wine investment experts who consider different budgets and investment horizon. Collections are offered at a special rate directly from producers and negociants. The Live Market connects wine investors and collectors globally allowing you to buy and sell wines in real time.

How to buy a Collection. To buy a Collection you will need to:

* make sure you are logged into your account
* select your preferred Collection(s) you wish to buy and the quantities you wish to buy
* add it to your shopping basket,
* unless already added, you will be asked to add a billing adress
* select a payment method,
* press the button confirm & pay

Once your payment has been processed your Wine Collection(s) will be added to your wine portfolio and automatically stored in our warehouse managed by Vindome’s partner.

For more information about our storage and insurance fees please go to section no 14 of these Terms. Should you wish to buy a collection for immediate consumption, please select the request for delivery button prior to checkout. An email will be sent to the Vindome team with your request. We will revert with exact delivery costs, VAT charges and any potential import taxes depending on the country of delivery.

How to buy on our Live Market. Two options exist to buy wine on the Live Market: **Price Listed** and **Place a Bid**.  To buy a wine at the Price Listed you need to;

* select the wine you wish to buy from the list of wine on the Live Market,
* you will then be taken to the Wine Details page, if the wine is available to buy immediately the screen will display a **BUY** button. If you only see a **PLACE A BID** button means that the wine is available in another users portfolio and you can place a bid on this one.
* Click the BUY button and select the number of cases available to buy,
* You will then be taken to the Review Buy screen, this page will contain the Grand Total of your purchase including commission, storage and insurance fees,
* Once you have reviewed your order click the button **CONTINUE**
* Select your preferred payment method
* Click 'Continue' button and you will be redirect to the payment page
* Enter your payment details and click the ‘Pay’ button to complete your investment

Once the payment is successful, your purchase will be confirmed immediately and the cases purchased moved to your Portfolio.

To complete an order, you will need to have filled out your billing address details for Vindome to include on your invoice. Your wine is automatically stored in a warehouse selected by Vindome and will immediately appear in your portfolio.

How to place a bid. You can place a bid on all the wines on our Live Market. To do so you have to:

* Selected the wine you wish to bid on from the list of wines available on the Live Market.
* You will be taken to the Wine Details page. If there are no current offers of this wine a PLACE A BID button will be displayed.
* Click the PLACE A BID button and you will be taken to the screen allowing you to place the bid,
* Set the price per case of your bid, either buy typing it in or setting the cursor to the correct price,
* Then, select the number of cases you wish to buy,
* Click on the REVIEW BID button to see the details of your bid,
* To complete the BID press the CONFIRM & PLACE BID button and you will be directed to the payment screen,
* Select your preferred payment method
* Click 'Continue' button and you will be redirect to the payment page
* Enter your payment details and click the ‘Pay’ button to confirm your BID.

If a seller decides to drop their price and accept your bid, your bid will be confirmed. Once the payment has been processed, the wine will be shown in your portfolio.

If there are several bids for the same wine and price, the oldest bid will be matched first. A bid can also be partially filled based on quantities available on the market at the bid price.

For how long is a bid active: Vindome will block the funds on your selected payment method for a maximum of seven days. This is to make sure that if a bid is matched the transaction will take place immediately. Your list of active bids and offers are listed in section **My Portfolio**.

You can also cancel a bid before the expiration period of 7 days. The blocked funds will be released as soon as the bid is cancelled.

Should you wish to buy a large amount of wine, or cannot find what you are looking for, please get in touch with us on sales@vindome.net. We will be happy to source any wine that you cannot find on Vindome.net.

How much do you pay. When purchasing wine on Vindome you will be paying the following fees:

* Price of wine
* Storage & Insurance fee until the end of the quarter
* VAT on the Storage and Insurance fee
* Commission fee (note this is only for purchases on the Live Market)

What happens next. After purchasing wine it will be directly moved to your portfolio. If you do not sell your wine before the end of the first quarter we will automatically charge you quarterly storage and insurance fees for as long as you store your wine with us. For more information about the Storage and Insurance fees please see section 14 of these Terms.

1. **How to sell wine on Vindome**

How to Sell Wine. If you have wine in your Portfolio you are able to sell it on our Live Market. There are two simple ways to sell your wine. Create a **Sell Offer** or match and existing **Bid**.

How to create a Sell Offer. You must have wine in your Portfolio in order to sell a wine.

* Go to “Portfolio’ and click on the Investments Tab,
* Select the wine you wish to sell and click the SELL button,
* Enter the quantity of cases you wish to sell (if you only have one case this is not necessary) and the price per case you wish to sell for.
* Review the sell offer and the click the button LIST WINE FOR SALE.

Your Sell Offer will immediately appear on the Live Market. To place a sell order, you will need to set up your Vindome eWallet in order for us to Transfer Funds to your once your wine has been sold. Your wine will be sold if another user matches the offer you have set. Vindome transfers funds to your eWallet immediately. Should your eWallet not be credited please get in touch with us at info@vindome.net. The wine will be removed from your portfolio once the wine has been sold. All your active offers are displayed in your portfolio under the tab Bids & Offers.

How to sell a wine matching an existing Bid. You can also choose to sell your wine matching an existing bid on the Live Market. To create the match you need to:

* Go to 'My Portfolio' and click 'Investments', select the wine you wish to sell and click the 'SELL' button or,
* At the top of the screen switch to the 'Sell' tab
* Enter the quantity of cases you wish to sell at the market price listed
* Press the 'Accept Bid' button and your wine will be sold immediately if it is within 7 days since the buyer placed its bid

If there are no bids on the market the above process will not be possible.

If there are several offers for the same wine and price, the oldest offer will be matched first. An offer can also be partially filled based on quantities requested by the buyer at the offer price.

Who is eligible to sell wine on our Live Market. Currently we only allow you to sell wine listed in your Vindome portfolio, meaning they have been purchased on Vindomes Platform and are stored in a warehouse selected by Vindome.

Purchase protection of Vindome. Vindome reserves the right to invalidate an order by informing the User within 5 business days of placing the order, using the email address associated with their purchase, about the unavailability of one or more of the purchased products. In this case, we will refund the price and the costs incurred by the User.

Each buyer or seller on the Live Market, shall be solely responsible for the wines (or other products) offered or purchased by them on the Live Market. Vindome is not responsible for any offers, purchases and actions performed on the Live Market. Vindome provides only intermediary services through the functionalities of the Platform.

1. **How to Store & Insure your wine with Vindome**

Where is my wine stored. All wines bought on our Platform are stored in a bonded, quality-controlled warehouse managed by Vindome’s partner. Due to their superior reputation and service, we have chosen internationally recognized J.F. Hillebrand as our preferred partner.

J. F. Hillebrand bonded warehouses guarantee ideal conditions of constant temperature, humidity and ventilation. Contact info@vindome.net if you want to request images of your wine case. If you wish to store your wine in another warehouse, we will deliver it anywhere you want (delivery costs apply).

Please note that only wines purchased and stored by Vindome can be traded on our Platform.

How much do you pay for Storage. Your wine shall be stored in cases (1-12 bottles). We charge a monthly storage fee of Euro 0.99 per case, regardless of the size of the case.

Is my wine insured? Your wine is fully insured at market value. We report the market value to the warehouse monthly, and your wine's value is adjusted accordingly. The wine stored in our insured partner warehouse J.F. Hillebrand is covered against the following perils:

* + Fire, Lightning, explosion
	+ Attentats (According to the 1986 law)
	+ Theft and physical inventory differences or discrepancies in the physical counts
	+ Windstorm, hail, and snow pressure
	+ Water damage, frost, theft, bottles breakage
	+ Smoke damage, aircraft impact, vehicle impact
	+ Malicious damages, riots, civil commotion, terrorism
	+ Natural disasters ('catastrophes naturelels' as per French law of July 13, 1982 and its endorsements)

How much do you pay for Insurance. The insurance fee is 0.04% per month of the value of the wine stored, with a minimum of Euro 0.10 per case per month. The fees is calculated based on the value of the User’s wine on the date of purchase. For the following quarters, the insurance fee will be charged at the end of the quarter. If the value changes more than +/- 5%, Vindome confirms a new premium with the users via e-mail before extending the insurance for the next month

When do you pay for Storage & Insurance. The storage and insurance fee is charged for the days you’re wine is stored in a warehouse managed by Vindome’s partner. The storage and insurance fee per case is charged quarterly. When you first buy a wine on our platform we charge in advance for the days remaining in the quarter from the date of purchase. The fee will be charged for the following quarters at the end of the quarter. Vindome will email an invoice to you at the end of each quarter. The invoice will be due for payment within 15 days. Should you fail to pay your invoice, Vindome has the right to take possession of your wine.

Note: The Storage & Insurance fee is not applied on **En Primeur** wines (En Primeur is a wine not yet bottled) until they are bottled and shipped to our warehouse.

To pay your storage and insurance fee, please go to Billing under My Account, select the invoice you want to pay and follow the instructions. On the App you will find your invoices by going to the MORE section, select My Account and then Invoices.

For more information regarding our insurance policy, please contact one of our team members at info@vindome.net.

Failing to pay for the Storage and Insurances fees. Should a user fail to pay for the storage and insurance fees owed to Vindome, we reserve the right to take possession of the User’s portfolio. However, this will only happen if the User does not pay their outstanding fees following three email reminders from Vindome.

1. **Delivery of your wine**

Can my wine be delivered to me. Yes. Vindome is happy to assist you with all shipment arrangements, including customs declaration documents. The total cost of shipment, duty and taxes will be calculated based on the quantity and location of the delivery address. Please contact info@vindome.net to get a detailed quote.

Conditions for receipt of deliveries. Users who make a purchase through VINDOME, moreover, declare the person who will receive the delivery of the purchased products to be also an adult according to the applicable legislation.

Which countries do you deliver to. Vindome is able to ship wine to most countries in the world with the exception of Yemen, UAE, Pakistan, Sudan, Saudi Arabia, Somalia, Mauritania, Libya, Maldives, Iran, Kuwait, Brunei, Bangladesh and Russia. We are on occasion also experiencing difficulties with deliveries to the United Kingdom.

Damages of deliveries. Vindome uses third-party logistics companies to deliver wine to customers requesting deliveries. Vindome shall not be liable for damages suffered as a result of delays in delivery which are not depend on circumstances foreseen by the parties at the time of the order confirmation.

1. **Ownership of wine**

Who owns the wine in your portfolio. Once you have purchased the wine and its listed in your portfolio you are the sole owner of the wine(s) or other product(s) purchased on the platform. The information listed in your portfolio under the Investments page is considered proof of ownership.

This implies, the liability of the products you own is not linked to the liability of Vindome. Meaning, in the event that Vindome ceases operations or goes into liquidation, your ownership of the physical product will not be affected. You will be given 3 months’ notice to open an account with our bonded warehouse (or bonded warehouse of your choice). Alternatively, ask for your wine to be delivered to your home address. The total cost of shipment, duty and taxes will be calculated based on the quantity and delivery address. Above at your expense.

Transfer of ownership. You reserve the right to transfer or assign in part or in full the ownership of your wine to another User, as long as the Users rights under these Terms are not affected. A written permission from the Owner together with a valid ID of both the current and new owner will be requested by Vindome to do such a transfer.

**OTHER IMPORTANT INFORMATION**

1. **Content available on Vindome**

Content available on VINDOME. The content available on VINDOME is protected by the laws in force on intellectual property rights in the EU and by related international treaties. Unless otherwise stated, use of any content is permitted exclusively within the limits set forth in the present clause. The Owner grants the User, for the entire duration of the Agreement, a personal, non-assignable and non-exclusive license for the use of such content. Such license is solely intended for personal use of any such content and never for its commercial use and is limited to the User's device. Therefore, User may not copy and/or download and/or share (beyond the limits set forth below), modify, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content, even of third parties, available on VINDOME, nor allow any third party to do so through the User or its device, even without User's knowledge. Where explicitly stated on VINDOME, the User may be authorized, only for personal use, to download and/or copy and/or share some content available through VINDOME, for its sole personal use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Content provided by Users and third parties. The Owner does not moderate the content or links provided by Users or third parties before their publication on VINDOME. The Owner is not responsible for the content provided by Users or third parties or for its availability.

Content provided by the User. Users are responsible for their own content and that of third parties that they share through VINDOME, that they upload and post on or through VINDOME, or that they transfer by any other means. Users confirm that they have all the necessary consents from third parties whose data and/or content they share with the Owner and hereby indemnify the Owner for any liability or claim arising against the Owner in connection with illegal distribution of third-party content or unlawful use of the Service. The Owner does not moderate the content provided by Users or by third parties but will act if complaints are received from Users or if orders are issued by the public authorities regarding content deemed offensive or illegal. In particular, the Owner may decide to suspend or interrupt the visualization of content in the event that:

* other Users file complaints;
* a notice of infringement of intellectual property rights is received;
* it is decided to do so in view of, or as a result of, legal actions;
* said action is solicited by a public authority; or
* if it is believed that the content, while being accessible via VINDOME, may put at risk the Users, third parties, the availability of the Service and/or the Owner.

Rights over content provided by Users. The only rights granted to the Owner in relation to content provided by Users are those necessary to operate and maintain VINDOME. Unless stated otherwise, the following applies: by submitting, posting or displaying content on or through VINDOME, the User grants a license to the Owner without territorial limits, non-exclusive, royalty-free and with the right to sublicense, to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such content in any media or via distribution methods currently available or developed later.

1. **Services provided by third parties**

Users may use third-party services or content included in VINDOME, but they must be aware of these third parties' terms and conditions and have given consent to them. Under no circumstances will the Owner be deemed liable in relation to the proper functionality or availability, or both, of third-party services.

1. **The right of withdrawal – Guarantee -Liability**

Right of withdrawal. In case of purchase of Products or services from Vindome the User has the right to terminate the contract with Vindome in case of misdescription of the Product. The withdrawal period expires after 14 working days from the day on which the User or a third party – other than the carrier and designated by the User – **takes physical possession** of the Products. To exercise the right of withdrawal, the User is obliged to inform the Owner of its decision to cancel by sending an unequivocal statement to the designated contacts.

Please note that the right of withdrawal does not apply in the following cases:

* for goods which you have chosen to store in warehouse managed by Vindome’s partner;
* for sealed goods that have been unsealed after delivery;
* for products purchased by a seller other than Vindome.

Effects of withdrawal of Products physically delivered to Users. The Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, except for the cost of delivery without undue delay and in any event no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the present contract. Reimbursements will be made using the same means of payment as used by the User for the initial transaction unless the User has expressly agreed otherwise; in any event, the User shall not incur any additional costs as a result of such reimbursement. The reimbursement shall be withheld until reception of the goods by the Owner, or until the User has supplied evidence of having sent back the goods, whichever is the earliest. The User shall send back the goods and return them to the Owner without undue delay and in any event not later than 14 days from the day on which the User communicated their intention to withdraw from the contract. The deadline is met if the User sends back the goods before the 14 day period has expired. The costs of returning the goods are borne by the User but will be reimbursed as stated above. The User is solely liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

Limitations on the right of withdrawal. Products returned damaged, will not be refunded. The User is asked to return the goods by attaching a copy of the delivery slip received.

Indemnification and limitation of liability. The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees, as the case may be, harmless from and against any damage, claim or demand, including without limitation, reasonable lawyer's fees and costs, made by any third party due to or arising out of the User’s content, use of or connection to the Service, violation of these Terms, or violation of any third-party rights.

Limitations of liability VINDOME and all functions accessible through VINDOME are made available to the Users under the terms and conditions of these Terms, without any warranty, express or implied, that is not required by law. In particular, there is no guarantee of suitability of the services offered for the User's specific goals. VINDOME and functions accessible through VINDOME are used by the Users at their own risk and under their own responsibility. In particular, the Owner, within the limits of applicable law, is liable for contractual and non-contractual damages to Users or third parties only by way of intent or gross negligence, when these are immediate and direct consequences of the activity of VINDOME. Therefore, the Owner shall not be liable for:

* any losses that are not a direct consequence of the breach of the T&C by the Owner;
* any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
* damages or losses resulting from interruptions or malfunctions of VINDOME due to acts of force majeure, or at least to unforeseen and unforeseeable events and, in any case, independent of the will and extraneous to the Owner's control, such as, by way of example but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber-attacks, interruptions in the delivery of products, third-party services or applications; and
* incorrect or unsuitable use of VINDOME by Users or third parties.

In any case, Vindome shall not be liable for the quotation of the Products indicated and estimated on the VINDOME Platform.

1. **Miscellaneous**

Service interruption. To guarantee the User the best possible use of the VINDOME services, VINDOME reserves the right to interrupt the service temporarily for maintenance or system updates. Additionally, we may make changes and improvements to the platform and services at any time, including updates to their form and content. These updates may include necessary security measures to maintain compliance and functionality of the services offered. In all such instances, Vindome will notify users via the platform, maintaining transparency and communication.

Service reselling. Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of VINDOME and of its Services without the express prior written permission of Vindome, granted either directly or through a proper reselling program. Vindome may tolerate reselling performed on a limited one-to-one basis; any form of mass reselling is expressly excluded.

Privacy policy. For information about the use of their personal data, Users must refer to the privacy policy of VINDOME which is hereby considered to be part of these Terms.

Intellectual property rights.

* Vindome’s property: All Vindomes’s trademarks, logos, and related markers are exclusively owned by Vindome or its licensors and protected by trademark laws and international treaties. Third-party trademarks and content on Vindome are and remain the exclusive property of their respective owners and are protected by applicable trademark laws and relevant international treaties.
* User rights: Users are granted a nonexclusive right to use the Platform and Services according to these Terms. This does not grant any additional rights or interests in Vindome's intellectual property, which includes patents, copyrights, trade secrets, technical data, and know-how.
* Prohibitions: Users must not alter, remove, or obscure any intellectual property notices on the Platform. Any goodwill from using Vindome's marks benefits Vindome exclusively.
* Ownership: Vindome owns all copyrights on the Platform, including design, logos, software, program code and functionalities, and content. Vindome is also the owner of the Vindome’s Marks, the Platform name, and the domain name of the website with all possible extensions. Copying or using these elements without written permission is prohibited and violates Vindome's rights under Bulgarian and European law.
* Usage Restrictions: Users can use the Platform only for its intended purpose. Modifying, copying, decompiling, reverse engineering, or creating mirror copies of the Platform's materials is prohibited. Rights to use the Platform terminate upon violation of these restrictions and may be revoked at any time.

Force Majeure. Neither party shall be liable to the other for any delay or non-performance of obligations (excluding monetary obligations) due to events beyond their control, occurring after the contract date, and not foreseeable at the signing. These events include, but are not limited to, acts of God, war, civil unrest, strikes, labour disputes, acts of government, natural disasters, pandemics, severe weather, transport unavailability, accidents, fire, explosions and energy shortages.

If either party is affected by Force Majeure it must promptly notify the other party in writing and take all reasonable steps to mitigate the effects. If Force Majeure results in delay or non-performance for a period of three (3) months or longer, either Party may terminate these Terms with immediate effect without liability.

Users cannot cite Force Majeure to delay or avoid payment. Additionally, Vindome is not liable for delays or non-performance due to equipment failure or internet connectivity issues.

1. **Governing Law and Jurisdiction**

These Terms, the services provided by Vindome and each contract in respect of the sale or purchase of Products through the Platform are governed by and will be construed in accordance with the laws of Bulgaria and the User hereby submit to the nonexclusive jurisdiction of the courts of in respect of the same. An exception to the rule applies in cases where the law provides a sole place of jurisdiction for consumers.