

TERMS AND CONDITIONS OF USE OF FAZELI CELLARS WINERY'S WEBSITE

The Fazeli Vineyards, LLC, a California Limited Liability Company, which does business as Fazeli Cellars (referred to as Fazeli Cellars"), maintains and owns the Fazeli Cellars website for use by existing and potential customers ("User"). By using this site, the User agrees to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. Agreement. This Agreement ("the "Agreement") specifies the Terms and Conditions for access to and use of www.fazelicellars.com (the "Site") and describes the terms and conditions applicable to access of and use of the Site. This Agreement may be modified at any time by Fazeli Cellars upon posting of a modified agreement on the Site. Any such modifications shall be effective immediately. Each use by the User shall constitute and be deemed unconditional acceptance of this Agreement.

2. Privacy. User's visit to the Site is also governed by Fazeli Cellars' Privacy Policy. Please review the Privacy Policy on this Site.

3. Ownership. All content included on this Site is and shall continue to be the property of Fazeli Cellars and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will the User acquire any ownership rights or other interest in any content by or through the use of this Site.

4. Intended Audience. This website is intended for persons age 21 and older. This website does not provide services or attempts to sell anything to any person under the age of 21.

5. Trademarks. Fazeli Cellars, Fazeli Cellars Winery, Fazeli Vineyards, and its logos are either trademarks or registered trademarks of Fazeli Vineyards, LLC doing business as Fazeli Cellars. Various products and names mentioned on this Site may be trademarked and owned by Fazeli Vineyards, LLC.

6. Site Use. Fazeli Cellars grants a limited, revocable, nonexclusive license to use this Site solely for personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. User agrees not to copy materials on the Site, reverse engineer or break into the Site, or use materials, products, or services in violation of any law. The use of this website is at the discretion of Fazeli Vineyards, LLC, a California Limited Liability Company, which does business as Fazeli Cellars, which reserves the right to terminate User's use of this website at any time.

7. Compliance with Laws. User agrees to comply with all applicable laws regarding your use of the website. User further agrees that information provided by User is truthful and accurate to the best of User's knowledge.

8. Links to Third Party Sites. The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Fazeli Cellars, and Fazeli Cellars is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Fazeli Cellars is not responsible for webcasting, or any other form of transmission received from any Linked Site. Fazeli Cellars is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by Fazeli Cellars of the site or any association with its operators.

9. Indemnification. User agrees to indemnify, defend, and hold Fazeli Vineyards, LLC, a California Limited Liability Company, which does business as Fazeli Cellars and its partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to violation of this Agreement or use of the Site.

10. Disclaimer.

THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. USER AGREES THAT USE OF THIS SITE IS AT USER'S SOLE RISK. FAZELI CELLARS DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT USER'S JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. USER'S SOLE AND EXCLUSIVE REMEDY RELATING TO USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL FAZELI CELLARS BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, USER'S SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF USER'S SITE USE.

User may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply.

12. Use of Information. Fazeli Cellars reserves the right, and User authorizes us, to use and assign all information regarding Site uses and all information provided in any manner consistent with the Privacy Policy.

13. Copyrights and Copyright Agent. All contents of the Site are: Copyright 2024 by Fazeli Vineyards, LLC, a California Limited Liability Company, which does business as Fazeli Cellars. All rights are reserved. If User believes User's work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to the Robert B. Rosenstein of Rosenstein & Associates. at 28600 Mercedes St, Suite 100, Temecula, CA 92590 by Certified US Mail and e-mail to robert@thetemeculalawfirm.com. Such notice should contain the following:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that is claimed to have been infringed upon;
- (c) A description of where the material that is claimed to be infringing is located on the Site;
- (d) A current address, telephone number, and e-mail address;
- (e) A statement that based upon a good faith belief, that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement, made under penalty of perjury, that the above information in the notice is accurate and the signer is the copyright owner or authorized to act on the copyright owner's behalf.

14. Applicable Law. User agrees that the laws of the State of California, without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise.

15. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

HOW TO CONTACT US:

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