

**BOUTIQUE CONNECTION LIMITED  
WEBSITE  
TERMS AND CONDITIONS OF USE**

Welcome to the terms and conditions of use of our Website. Please take the time to read our terms and conditions with care as you will be bound by such terms once you have accepted them. By using and/or visiting the Website you acknowledge that you have read these terms and conditions, and further that by clicking the “I Accept” button at the end of these terms you assent to these terms and the Privacy Notice both published and available on the Website.

**Definitions**

Boutique Connection means Boutique Connection Limited

“Social Media Accounts” means (inter alia), our social media accounts with Facebook, YouTube, Instagram, Pinterest, Tik Tok and Snapchat.

“Website” means the website operated by or on behalf of Boutique Connection Limited at <http://www.boutiqueconnection.co.nz> associated with the sale and marketing of products and services through the website.

“We” and/or “Us” means Boutique Connection Limited.

“You” means the user of the Website.

**1. Description of Services We Provide**

- 1.1 We are a web based business primarily involved in arranging and facilitating the sale and marketing of boutique wines and products to customers and third parties mainly through subscription packages.

**2. Risk**

- 2.1 The Website, our social media accounts and the products and services provided by us are on “as is” and “as available” basis. We do not warrant that the products or services provided by us will be necessarily available for the times required by you and specifically will not be liable to you or any third party for the unavailability of any product or services referred to on the Website or any of our social media accounts. Accordingly, you expressly acknowledge that information supplied by us to you is based on information supplied by the owners, or their representative winemakers, agents for the products and services displayed on the Website or any of our social media accounts and that we will have no liability whatsoever in relation to such statements, or the unavailability of such products or services promoted on the Website, or any of our social media accounts.

**3. Modification of terms**

- 3.1 We reserve the right, at our sole discretion, to make corrections to information on the Website or to any of our social media accounts, or to change, modify, add or remove any portion of these terms, in whole or in part, at any time. Notification of changes will be posted on the Website at <http://www.boutiqueconnection.co.nz/termsfuse-amendments> and will be effective when posted.

#### **4. Suspension/Discontinuance of Service**

- 4.1 We may change, suspend or discontinue any aspect of the Website or any of our social media accounts at any time, including the availability of any Website feature, database, or content. Limits may also be imposed on certain features and services of the Website or associated software with the Website or our social media accounts, and we may restrict or cancel your access to parts or all of the Website or social media accounts without notice or liability on us.

#### **5. Intellectual Property**

- 5.1 The Website and all intellectual property rights owned or held by us in respect of our business are reserved. All photographic and other intellectual property associated with the Website and our social media accounts to the maximum extent at law, is protected by copyright as a collective work and/or compilation, pursuant to New Zealand and international conventions, and other copyright laws.
- 5.2 The contents of the Website and in respect of our business social media accounts are only for your personal, non-commercial use.
- 5.3 All materials contained on the Website and social media accounts are owned or controlled by us, or the party credited as the provider of the content.
- 5.4 You agree by using our Website that you will abide by any and all additional copyright notices, information, or restrictions contained in any content on the Website, or on our social media accounts
- 5.5 You may not modify, reproduce, republish, upload, post, transmit or distribute in any manner the content of the Website. The copying or the storage of any content, or creating IFrames is expressly prohibited without our prior written permission, or where applicable the copyright holder.

#### **6. Use of Cookies**

- 6.1 You acknowledge and consent to us using cookies to enable us to retrieve user details in connection with the website.
- 6.2 If you do not agree to these terms and conditions of use, you may not access or otherwise use this Website or our social media accounts. Further information about cookies used by us can be found on the Privacy Notice at <http://www.boutiqueconnection.co.nz/privacynotice>.

#### **7. Registration Requirements for the Purposes of Subscription**

- 7.1 To use the Website for the purposes of subscribing to a subscription package, or to participate in any offer for the sale of products or services referred to or on display on the Website you must register an account with us. For you to receive our newsletter you need to provide us with your email addresses so we can forward our newsletter to you..
- 7.2 Before you are entitled to subscribe for any of the products and services displayed on the Website you will also be required to register with us and to provide complete accurate information to satisfy us that you are over eighteen (18) years of age, and legally capable of entering into a subscription for the purchase of any of our products or services.

## 8. **Warranties/Representations**

- 8.1 You represent, warrant and covenant that you shall not use the Website or our social media accounts in any manner which:
- (a) restricts any user from using the Website or our social media accounts; or
  - (b) may constitute a criminal offence or give rise to a civil liability in any way; or
  - (c) competes with the software and/or services supplied by us through the Website; or
  - (d) uploads to our Server or transmits any data which contains any software viruses or any malicious code designed to interrupt, destroy or limit the functionality and operation of the Website or on any of our social media accounts; or
  - (e) is in breach of these terms and conditions, or any applicable law or regulation; or
  - (f) may be to our detriment or any of the providers of products or services displayed on the Website.
- 8.2 You further acknowledge and expressly warrant that:
- (a) you are at least eighteen (18) years of age and that the information that you have supplied to us in conjunction with the Website is true and accurate in all respects and can be relied upon by us as being so; and
  - (b) you are entitled to post comments on our Website and social media accounts, and have all the necessary authorities to do so; and
  - (c) any comment posted by you does not infringe the intellectual property rights of any other person or entity; and
  - (d) any of the comments made by you do not contain any defamatory, offensive or indecent remarks, or which might be reasonably considered an invasion of another party's rights; and

- (e) any comment made by you, or any person associated with you will not be used for the purposes of soliciting or promoting a business in competition with us; and
- (f) we may use (on a non-exclusive royalty free basis) any comment made to or in conjunction with on or in connection with the Website or our social media accounts, or in connection with any of our promotional initiatives or activities; and
- (g) we will in our sole discretion be entitled to remove any objectionable material posted by you from the Website or our social media accounts and/or to, or from any links to the Website.
- (h) You understand that where you use or access any of our social media accounts that each of these accounts are controlled by third parties, and that these are terms and conditions which you by accessing the applicable social media account must abide and you agree that you will do so.

## 9. **Indemnity**

- 9.1 You hereby agree to indemnify, defend and hold us and all our officers, directors, agents, employees, affiliates, licensors, licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs (including solicitor/client costs) incurred in connection with any claim arising out of the Website our social media accounts or any breach by you of these terms.

## 10. **Subscription Based Products and Services**

- 10.1 Our services includes the sale of subscription packages for the sale of products associated with the Website. The terms and conditions for users wishing to avail themselves of our subscription packages are contained and operated through the Website under <http://www.boutiqueconnection/subscriptionandpurchase terms>.

## 11. **User Comments**

- 11.1 The Website and our social media accounts offer the opportunity for you and other users to generate unsolicited comments and opinions, and to exchange data concerning our products and services provided in conjunction with our products and services. You are put on notice that we may not screen or edit those user comments, we therefore warn users that those comments may not reflect our view, or the views of other users of the Website or our social media accounts. However we do specifically reserve the right to monitor all user comments appearing on the Website or any of our social media accounts, and to remove any comments which we view as being inappropriate, offensive or otherwise in breach of these terms and conditions. To the extent permitted by law, we shall not be liable for any loss (direct, consequential or indirectly) arising from the use of, or posting of such comments on the Website.

## 12. **Disclaimers**

12.1 Neither we nor any of our directors, officers or agents represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Website or through our social media accounts relating to the products and services displayed on the Website or any of our social media accounts, or on Websites which are linked to us. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk.

12.2 Whilst all reasonable effort has been made to ensure the accuracy of the information provided on the Website and on our social media accounts, such information is subject to the disclaimers contained in these terms and conditions.

### **13. Hyperlinking and Third Party Websites**

13.1 The Website and our social media accounts may contain links to other related World Wide Web Internet sites, including without limitation wine producer websites and other resources, and sponsors of the Website. Links to and from Websites to other third party sites, do not constitute an endorsement by us or any of our subsidiaries or affiliates of their contents. To the extent permitted at law we disclaim any and all responsibility for content contained in any third party information provided through links from the Website.

### **14. Limitation of Liability**

14.1 In no event shall we, our subsidiaries and affiliates, or their respective officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive or consequential damages whatsoever resulting from any errors, mistakes, or inaccuracies of content, personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website or any of our social media accounts, or products or services supplied by us, or any unauthorised access to or use of servers and/or any and all information stored, any interruption or cessation of transmission to or from the website, any bugs, viruses, or other harmful components which may be transmitted to or through our Website or any of our social media accounts by any third party, and/or any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website or any of our social media accounts, whether based on warranty, contract, tort or otherwise or whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law.

14.2 If we are found liable for any liability arising under these terms you expressly agree that our total cumulative liability shall not exceed the sum of NZ \$5,000.00.

14.3 You specifically acknowledge that we shall not be responsible for your use of the Website and our social media accounts or any content or information produced in relation to the Website, or our social media accounts and that the risk of harm and/or damage rests with you.

14.4 The Website, including all content, software, functions, materials and information made available on or accessed through the website, is provided on an “as is” basis and to the fullest extent permissible by law, we and our subsidiaries, affiliates and their respective

officers, directors, employees and agents make no representation or warranties of any kind whatsoever for the content on the Website, or the functions made accessible through the website or for any products or services or links to third parties websites or for any breach of security associated with the transmission of sensitive information through the website or any linked site.

- 14.5 We and our subsidiaries and affiliates and their respective directors, employees and agents disclaim any express or implied warranties, including, without limitation, merchantability or fitness for the particular purpose for which the products or services were intended. We do not warrant that the functions contained in the website or any materials or content contained therein will be uninterrupted or error free or free of inaccuracies, that defects will be corrected or that the website or the server is free of viruses or other harmful components.
- 14.6 We do acknowledge that you and any user of the Website and our social media accounts, may have the benefit of statutory guarantees under the Consumer Guarantees Act 1993 (NZ). Nothing in these terms and conditions excludes the user's rights under the Consumer Guarantees Act 1993 (NZ).
- 14.7 If, you hold yourself out as using the Website our social media accounts for the purposes of a business, then none of the statutory guarantees provided under the Consumer Guarantee Act 1993 (NZ) will apply, and to the fullest extent of the law we exclude any liability of any kind (whether in contract, tort or otherwise) by you, or any person or entity claiming through us.

## 15. **Confidentiality**

- 15.1 You acknowledge that transmission to and from the Website and our social media accounts may not be confidential and your communication may be read or intercepted by others. You acknowledge that by submitting information to us, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these terms and conditions which include by reference the Privacy Notice available at <http://boutiqueconnection.co.nz/privacynotice>.

## 16. **Governing Law**

- 16.1 These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. you agree to submit to the non-exclusive jurisdiction of the High Court of New Zealand.

## 17. **Force Majeure**

- 17.1 We shall not be liable for delay or failure to perform our obligations where any such delay or failure is beyond our reasonable control, or where force majeure event occurs. A force majeure event (inter alia) refers to by fire, flood, storm, earthquake, explosion, accident, Act of God, natural disaster, strikes, lockout, labour disputes or shortages, electric or communication failure, or any act or governmental regulation.

## 18. **Entire Agreement**

18.1 This Agreement constitutes the entire agreement between us and you with respect to your use of the Website, and our social media accounts.

## 19. **Severability**

19.1 If for any reason a court of competent jurisdiction finds any provision in these terms and conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

## 20. **Privacy**

20.1 You agree that you have read the terms of our Privacy Notice governing the collective use and sharing of personal and non-personal information and expressly consent to the terms of the Privacy Notice, which can be found at <http://www.boutiqueconnection.co.nz/privacynotice>.

## 21. **Passwords and Login Details**

21.1 You are entirely responsible for any action done by you or any person authorised by you under your account with us, or in respect of any password created by you to access or enter online on the Website, or any of our social media accounts.

21.2 You should take all necessary steps to protect your password or login details. We cannot be held responsible if you lose your password or it is inappropriately used by a third party without your permission. If you believe that your password is being used in an unauthorised manner then you should inform us so that we can work with you to try and resolve that issue.

## 22. **Electronic Communication**

22.1 You acknowledge and agree to the use of electronic communication in order to enter into contracts, place orders, to provide information, and to receive from us notices and records of transactions.

## 23. **Notices**

23.1 All Notices relating to your subscription, the Website, or our products or services must be given via the Website. We will provide all notices to you via our Website.

## 24. **Modification of Terms**

24.1 We reserve the right, at our sole discretion, to make corrections, modifications or variations to these terms. Notifications of such changes shall be posted to our Website terms and conditions page at <http://www.boutiqueconnections.co.nz/termsandconditions-modifications> and be effected when posted.

25. **Our Discretions**

25.1 You acknowledge that we are fully entitled in our sole discretion to:

- (i) refuse to register any registration application by you to subscribe for our products and services displayed on our Website or any of our social media accounts; and
- (ii) to accept and fulfil any order placed by you; and
- (iii) to refuse or cancel any order received from you;and
- (iv) to terminate your ability to order product from us via the Website, or through any other means.

26. **International Users**

26.1 If you access the Website or any of our social media accounts outside of New Zealand you do so at your own risk and are responsible for the law of your jurisdiction. Information submitted to the Website or incorporated with any of our software will be deemed to be transferred to our server and be governed by the laws of New Zealand and you irrevocably agree to such transfer.

**I ACCEPT** and consent to the above terms and conditions:

**I REJECT** and do not consent to the above terms and conditions: