

NYC WINE

TERMS OF SERVICE

Effective Date: October 9, 2026

These Terms of Service ("**Terms**") constitute a legally binding agreement between you and **NYC Wine LLC** ("NYC Wine," "we," "us," or "our"), governing your access to and use of the NYC Wine mobile application, the nycwine.app website, and all related services (collectively, the "Service"). By creating an account or by accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree, do not use the Service.

PLEASE READ THESE TERMS CAREFULLY. SECTION 4 EXPLAINS THAT NYC WINE IS ONLY AN APP: IT DOES NOT SELL, SERVE, OR PROVIDE ALCOHOL, DOES NOT HOST EVENTS OR HANDLE PAYMENTS, AND IS NOT RESPONSIBLE FOR REFUNDS, CANCELLATIONS, OR CHANGES TO EVENTS. SECTION 4 ALSO CONTAINS AN ASSUMPTION OF RISK AND A RELEASE OF CLAIMS. SECTION 16 CONTAINS A JURY TRIAL WAIVER AND AN EXCLUSIVE FORUM SELECTION CLAUSE THAT AFFECT YOUR LEGAL RIGHTS.

1. Eligibility

The Service is intended solely for adults who are at least twenty-one (21) years of age. By accessing or using the Service, you represent and warrant that: (a) you are at least 21 years old; (b) you have the legal capacity to enter into these Terms; (c) you are not barred from using the Service under any applicable law; and (d) you have not previously been suspended or removed from the Service. If you are under 21, you may not access or use the Service under any circumstances.

During sign-up, we ask your device to confirm whether you are 21 or older and, if that confirmation is unavailable or declined, we ask you to confirm your age yourself. This age check only determines whether you may use the app. It is not identity or age verification, and no one may rely on it as proof of anyone's age (see Section 4.7). Providing a false age confirmation is a violation of these Terms. We reserve the right to request additional verification of age at any time and to suspend or terminate any account that we reasonably believe is held by a person under the age of 21.

The Service is not directed to anyone under the age of 21, and we do not knowingly collect personal information from anyone under 21. If we become aware that a user is under 21, we will promptly terminate their account and delete their personal information as described in our Privacy Policy.

2. Account Registration and Security

To use the Service, you must register for an account with a valid U.S. mobile phone number and complete our verification process. You agree to provide accurate, current, and complete

information during registration, including your real name, and to keep that information up to date.

You are solely responsible for maintaining the confidentiality and security of your account, including your phone number, your device, and any one-time verification codes. You agree to immediately notify us of any unauthorized use of your account. We will not be liable for any loss or damage arising from your failure to secure your account. You may not share, transfer, sell, or otherwise make your account available to any other person. If you change or give up your phone number, contact us at hello@nycwine.app or delete your account first, because whoever is assigned that number next may be able to access your account.

You agree to maintain only one account. Creating multiple accounts may result in the termination of all such accounts without notice.

Text messages. By providing your phone number, you agree that we and our service providers may send you text messages containing one-time verification codes for signing up and signing in. We do not send marketing text messages. Message and data rates may apply. We may limit how often verification codes can be requested.

3. The Service

3.1 Description

NYC Wine is a social community for wine lovers in New York City. Through the Service, users can share photo posts about wines, optionally with a wine card (such as the wine's name, producer, vintage, price, region, grape, and style) and a tagged place; like and comment on posts; create and join public and private groups; message other members in group threads; discover events listed by NYC Wine ("Curated Events") and events created by groups ("Group Events"); and RSVP to events. NYC Wine is a technology platform only. We do not sell, serve, or provide alcohol, and we do not host events or handle payments.

3.2 Availability in New York City

The Service is currently offered only to people located in the five boroughs of New York City (Manhattan, Brooklyn, Queens, the Bronx, and Staten Island). During sign-up, we check your device's location to confirm that you are in New York City. If you are not, or if you decline to share your location, you may be placed on a waitlist instead of being given access. You agree not to falsify, spoof, or otherwise misrepresent your location. We may expand, limit, or change the areas where the Service is available at any time, and we do not guarantee that the Service will be available to you in any particular place.

3.3 Wine Cards, Places, and Other Information

Wine details, prices, place tags, Group Event descriptions, and other information on the Service are provided by users, Organizers (as defined in Section 4.3), venues, and other third parties. Curated Event listings are prepared by NYC Wine from information provided by the event's host or ticket seller, and if a listing differs from the host's or ticket seller's own page, their information controls. NYC Wine does not verify information provided by others and makes no representation

that any information on the Service is accurate, complete, or current. Prices shown on posts reflect what a user reports and are not an offer by anyone to sell. Information on the Service is for general informational and social purposes only and is not professional, medical, or nutritional advice.

3.4 Changes and Future Features

We may add, change, suspend, or discontinue any part of the Service at any time. We may introduce new features in the future, including paid features, subscriptions, in-app purchases, in-app ticketing or payments, advertising, or sponsored content. Such features may be subject to additional terms presented at the time of their introduction ("Supplemental Terms"). By using those features, you agree to any applicable Supplemental Terms.

4. Events, RSVPs, and Payments

4.1 NYC Wine Does Not Host Events or Sell Tickets

NYC Wine provides a platform for discovering events and for organizing group events. NYC Wine does not host, organize, produce, sponsor, operate, supervise, or control any event, venue, Organizer, or attendee, and does not sell tickets. NYC Wine is not a party to any agreement, transaction, or arrangement between you and any Organizer, venue, ticket seller, or other user, and has no control over and no responsibility for the quality, safety, legality, or occurrence of any event.

4.2 Curated Events

We may list events hosted by venues, wine shops, producers, and other third parties ("Curated Events"). Selecting "Get tickets" or a similar link takes you to a website or service operated by a third party. Any ticket purchase, reservation, or registration is solely between you and that third party and is governed by its terms, prices, and refund, exchange, and cancellation policies. Our listing of a Curated Event is not an endorsement or guarantee of the event, its host, or its ticket seller, and event details may change without notice.

4.3 Group Events and RSVPs

Group Events are created and run by the organizers and co-organizers of groups on the Service ("Organizers"), not by NYC Wine. Organizers alone decide the details of their events, including the date, time, venue, price, capacity, what is included, who may attend, and whether the event takes place. An RSVP is a request to attend made to the Organizer; it does not guarantee a spot, entry, or any particular experience. Event statuses shown in the Service (such as "Pay pending," "Going," "Full," and "Waitlisted") are provided for convenience, depend on information supplied by Organizers, and may not be accurate or current. Being on a waitlist does not guarantee you a spot.

4.4 Payments Through Venmo

NYC Wine does not process, collect, receive, hold, or transmit any payment for any event. We are not a payment processor, money transmitter, escrow agent, or agent of any Organizer or

attendee. When you RSVP to a paid Group Event, the Service may open Venmo, a third-party payment service that NYC Wine does not own or control, with the Organizer's Venmo username, an amount, and a note filled in for your convenience. Any payment you make is made directly from you to the Organizer, at your own risk, and is governed solely by Venmo's terms and policies. You are responsible for confirming the recipient and the amount before you send any payment.

You choose how to send the payment in Venmo, including whether to mark it as a purchase. Payments that are neither marked as purchases nor sent to a business profile are generally not eligible for Venmo's purchase protection, and NYC Wine provides no buyer or purchase protection of any kind. A "Paid" or "Going" status shown in the Service is entered by the Organizer, is not verified by NYC Wine, and is not a receipt, proof of payment, or ticket. Any dispute about a payment, including a payment sent to the wrong person, in the wrong amount, or more than once, must be resolved between you, the Organizer, and Venmo.

4.5 No Responsibility for Refunds, Cancellations, or Changes

NYC WINE DOES NOT ISSUE, PROCESS, FACILITATE, OR GUARANTEE REFUNDS, CREDITS, OR ANY OTHER COMPENSATION FOR ANY EVENT, TICKET, RSVP, OR PAYMENT, FOR ANY REASON. Without limiting the foregoing, NYC Wine is not responsible or liable for, and you agree not to seek a refund or any compensation from NYC Wine for, any of the following, even if caused by an error in the Service (such as an incorrect listing detail, an incorrect prefilled payment amount, or a notification that was late or not sent):

- (a) an event that is cancelled, postponed, rescheduled, relocated, shortened, or oversold, that otherwise does not take place as planned, or that remains listed or open for RSVPs after it is cancelled;
- (b) any change to an event's date, time, venue, price, capacity, wines, food, hosts, program, or any other detail;
- (c) an event, venue, or Organizer that does not provide what was described, or that you find unsatisfactory;
- (d) your inability or decision not to attend an event, for any reason;
- (e) being refused entry or service, or being asked to leave, by an Organizer or venue for any reason, including failure to present valid identification;
- (f) an RSVP or join request that is declined, waitlisted, or not marked as paid, or a waitlist spot that does not open;
- (g) your removal from a group, the deletion of a group or event, or the suspension or termination of your account or of an Organizer's account; or
- (h) any refund that an Organizer, venue, ticket seller, or payment service fails or refuses to provide.

All refund requests and all questions about cancellations or changes must be directed to the Organizer, venue, or ticket seller, as applicable. Whether to give a refund is solely up to them, subject to their own policies and applicable law. As a courtesy, we may display notices from Organizers (for example, a cancellation pinned in a group thread), remove a cancelled event

from listings, or send notifications about changes, but we have no obligation to do so, and we are not responsible for any notice that is late, inaccurate, or not delivered. Events you add to your device's calendar are not updated automatically if an event changes. It is your responsibility to confirm the latest event details with the Organizer or venue before you go.

4.6 Attending Events; Assumption of Risk and Release

Events involve meeting people in person, often people you do not know, and drinking alcohol. NYC Wine does not conduct background checks, does not verify the identity of users or Organizers beyond verifying a phone number and asking for age confirmation, and does not inspect, approve, or supervise venues. You are solely responsible for your own safety and conduct and for using good judgment when interacting with other users, whether online or in person.

YOU UNDERSTAND THAT ATTENDING EVENTS AND MEETING OTHER USERS INVOLVES RISKS, INCLUDING RISKS ARISING FROM ALCOHOL CONSUMPTION, THE CONDUCT OF OTHER PEOPLE, TRAVEL TO AND FROM VENUES, AND CONDITIONS AT VENUES, WHICH MAY RESULT IN PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR LOSS, OR OTHER HARM. YOU VOLUNTARILY ASSUME ALL SUCH RISKS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU RELEASE NYC WINE AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EVENT; THE SALE, SERVICE, PROVISION, OR CONSUMPTION OF ALCOHOL BY ANYONE; ANY ORGANIZER, VENUE, OR TICKET SELLER; ANY PAYMENT OR REFUND; OR THE CONDUCT OF ANY OTHER USER OR THIRD PARTY, WHETHER ONLINE OR OFFLINE, INCLUDING CLAIMS BASED ON NYC WINE'S OWN NEGLIGENCE, BUT NOT CLAIMS BASED ON ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. This release does not apply to any claim that cannot be released under applicable law.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." You waive any similar law of any other jurisdiction to the same extent.

4.7 Alcohol: NYC Wine Is Only an App

NYC Wine is a technology platform. NYC Wine does not manufacture, sell, serve, furnish, give away, distribute, deliver, or procure alcohol, and does not assist anyone in procuring it. NYC Wine is not a licensee of the New York State Liquor Authority or any other alcohol regulator, and NYC Wine does not receive any part of any payment made for any event or for any alcohol. Any alcohol at an event is sold, served, or provided by the venue, the Organizer, or another third party, and not by NYC Wine. No one who sells, serves, or provides alcohol at an event does so on behalf of NYC Wine.

Responsibility for serving alcohol. The venues, Organizers, and other third parties who sell, serve, or provide alcohol are solely responsible for doing so lawfully, including holding any

required license or permit, checking identification, refusing service to anyone under 21 or anyone who is visibly intoxicated, and complying with the New York Alcoholic Beverage Control Law and all other applicable laws.

The app's age check is not ID verification. The age confirmation described in Section 1 only determines whether you may use the app. It does not verify anyone's identity or age, and no Organizer, venue, or other person may rely on it as proof that anyone is 21 or older. Anyone who sells, serves, or provides alcohol must check valid government-issued photo identification themselves.

Your choices. The legal drinking age in New York is 21. You are solely responsible for whether and how much you drink, for your conduct while drinking, and for how you get to and from events. Never drive or operate a vehicle after drinking. Expect venues and Organizers to require valid identification and to refuse entry or service to anyone.

No duty. NYC Wine has no ability to control, and assumes no duty to monitor or control, anyone's consumption of alcohol, the sale or service of alcohol, or anyone's transportation to or from an event. Any safety reminders we display are general information only and do not create any such duty. Nothing on the Service is intended to encourage excessive or irresponsible drinking.

No alcohol sales through the Service. You may not use the Service to sell, resell, trade, ship, or deliver alcohol to other users, or to arrange any such transaction. Organizers may not use the Service to collect payment for alcohol, or for an event whose price includes alcohol, unless the Organizer or the licensed venue hosting the event holds every license or permit required to sell it (see Section 5.2(c)).

5. Groups and Organizers

5.1 Groups

Users can create public groups, which anyone on the Service can join, and private groups, which require approval from an Organizer. When you request to join a private group, that group's Organizers will see your profile and the introduction you write. Organizers decide whom to approve, decline, or remove, and NYC Wine is not responsible for those decisions.

5.2 Organizer Responsibilities

If you create a group or event, or are made a co-organizer of a group, you are an Organizer, and in addition to the rest of these Terms you agree that:

- (a) you are solely responsible for your groups and events, including planning, hosting, venues, safety, and the conduct of your events;
- (b) you will describe each event accurately and completely, including its date, time, location, price, capacity, what attendees will receive, and your refund and cancellation policy (for example, in the event description), and you will keep those details up to date;

- (c) you will obtain and comply with all licenses, permits, insurance, and approvals required for your events, including under the New York Alcoholic Beverage Control Law and the rules of the New York State Liquor Authority, and you will not sell alcohol, or include alcohol in any price you charge, unless you or the licensed venue hosting your event holds every license or permit required to do so;
- (d) you, together with the venue, are solely responsible for any service of alcohol at your events, including checking valid identification and making sure that no one under 21, and no visibly intoxicated person, is served, and you will not rely on NYC Wine's in-app age check for this purpose;
- (e) you will collect payments only through your own Venmo account or another method we expressly permit, in compliance with Venmo's terms and applicable law, and you are solely responsible for any taxes, tax reporting, and fees related to money you receive;
- (f) you are solely responsible for refunds, cancellations, and changes to your events; you will promptly notify affected attendees of any cancellation or material change, including by pinning a message in your group thread, and notify NYC Wine of any cancellation so the event can be taken down; if you cancel a paid event, you will refund attendees in full unless the refund policy you posted for that event says otherwise; and you will honor any other refund commitments you make to attendees and any refund obligations imposed by law;
- (g) you will mark attendees as paid only when you have actually received their payment, and you will keep your guest list accurate;
- (h) you will use information about your members and attendees only to run your group and events, and not for any other purpose, including marketing, without their consent; and
- (i) you are not an employee, agent, partner, joint venturer, or representative of NYC Wine, and you will not state or imply otherwise.

Each co-organizer of a group shares these responsibilities for that group and its events.

5.3 Private Groups and Invite Links

We limit the posts, events, and thread messages of a private group to its members. However, "private" does not mean confidential: members can view, screenshot, save, and share what is posted, and NYC Wine cannot control what they do with it. Do not share anything in a private group that you would not want shared more widely. Invite links created by Organizers allow anyone who has the link to join a private group without approval until the link expires, and Organizers are responsible for whom they share invite links with.

5.4 Our Rights

We may, at any time and for any reason, remove, hide, or edit any group, event, or listing; remove an Organizer's privileges; or archive, transfer, or delete a group, including if a group is inactive, has no Organizer, or violates these Terms. We have no obligation to monitor groups or events.

6. User Content

6.1 Your Content

"User Content" means any photos, captions, wine details, place tags, comments, group thread messages, group and event descriptions, join-request introductions, profile information, and other materials that you upload, post, transmit, or otherwise make available through the Service. You retain ownership of your User Content, subject to the license granted below. You are solely responsible for your User Content.

6.2 License Grant

By posting User Content on or through the Service, you grant NYC Wine a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display your User Content, in whole or in part, solely in connection with operating, promoting, and improving the Service, in any media formats and through any media channels now known or hereafter developed.

This license continues for as long as your User Content remains on the Service and terminates within ninety (90) days after you delete your User Content or your account, except to the extent that: (a) copies exist in our routine backup or archival systems, which will be deleted in the ordinary course; or (b) retention is required by applicable law or legal process.

This license does not grant NYC Wine the right to sell your User Content to third parties as standalone content or to sublicense your User Content for use outside the context of the Service.

6.3 Content Representations

By posting User Content, you represent and warrant that:

- (a) You own or have all necessary rights, licenses, consents, and permissions to grant the license above;
- (b) Your User Content does not violate, misappropriate, or infringe any third party's intellectual property rights, privacy rights, publicity rights, or other personal or proprietary rights;
- (c) Your User Content does not contain any material that is defamatory, obscene, unlawful, threatening, harassing, hateful, or otherwise objectionable;
- (d) Your User Content does not depict any minor, or any person who has not consented to being depicted;
- (e) Your User Content does not promote excessive or irresponsible drinking, drinking and driving, or the consumption of alcohol by anyone under 21; and
- (f) Your User Content complies with all applicable laws, rules, and regulations.

6.4 Content Moderation, Reporting, and Blocking

We have zero tolerance for objectionable content and abusive users. We use automated filtering and manual review to screen User Content, including text and images when they are posted. You can report posts, comments, thread messages, profiles, groups, and events, and you can block other users. When you block someone, you and that person are hidden from each other across the Service, and they are not notified. We review reports and aim to act on them within 24 hours, which may include removing content and suspending or banning the user responsible.

We reserve the right, but have no obligation, to monitor, review, screen, remove, edit, disable access to, or refuse to post any User Content at our sole discretion, at any time, for any reason or no reason, without notice. Reporting and blocking tools do not guarantee your safety. If you are in danger, call 911 or contact local law enforcement.

6.5 Content Removal

We do not guarantee that User Content will be maintained on the Service. We are not a content storage or backup service. You are solely responsible for maintaining copies of any User Content that you post.

6.6 Shared Links

Posts, events, groups, and profiles can be shared by link. Anyone with a link to public content, including people who do not use the Service, may be able to view a preview of that content on the nycwine.app website or in a messaging app. For private groups and their events, people who are not members see only the name of the group or event.

7. Prohibited Conduct

You agree not to engage in any of the following activities:

- (a) Violating any applicable law, regulation, or third-party right;
- (b) Using the Service if you are under 21, or helping anyone under 21 obtain alcohol or attend an event where alcohol is served;
- (c) Selling, trading, shipping, or delivering alcohol through the Service, or collecting payment for alcohol in violation of Section 4.7;
- (d) Promoting excessive or irresponsible drinking, drinking and driving, or other dangerous activities;
- (e) Posting content that is sexually explicit, pornographic, or hateful, or that exploits or endangers minors in any way;
- (f) Posting content depicting graphic violence or self-harm;
- (g) Harassing, bullying, intimidating, threatening, stalking, or discriminating against any other user, whether online or at an event;

- (h) Impersonating any person or entity; misrepresenting your identity, age, or location; or falsely claiming an affiliation with any person or entity, including NYC Wine or any venue, producer, or wine shop;
- (i) Creating fake, misleading, or fraudulent groups, events, or listings, or collecting payment for an event you do not intend to hold or under false pretenses;
- (j) Using the Service to send unsolicited commercial messages or spam, or using other users' information for marketing without their consent;
- (k) Attempting to manipulate or artificially inflate likes, comments, RSVPs, or other engagement through bots, scripts, coordinated inauthentic behavior, or any other means;
- (l) Interfering with, disrupting, or creating an undue burden on the Service or the networks or servers connected to the Service, including by abusing our text-message verification system;
- (m) Attempting to gain unauthorized access to any portion of the Service, other accounts, private groups, computer systems, or networks connected to the Service;
- (n) Using any data mining, robots, scraping, or similar automated data-gathering or extraction methods;
- (o) Circumventing, disabling, or otherwise interfering with any security, privacy, or access-control features of the Service, including private group restrictions, blocks, and our age and location checks;
- (p) Creating multiple accounts, or creating an account after having been previously banned;
- (q) Using the Service for any illegal or unauthorized purpose; or
- (r) Encouraging or facilitating any of the foregoing.

8. Intellectual Property

The Service, including all content, features, and functionality (excluding User Content), is owned by NYC Wine, its licensors, or other providers and is protected by United States and international copyright, trademark, trade secret, patent, and other intellectual property or proprietary rights laws. The NYC Wine name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of NYC Wine or its affiliates. You may not use such marks without our prior written permission. Names, labels, and trademarks of wineries, producers, venues, and other third parties that appear on the Service belong to their respective owners, and their appearance does not imply any affiliation with or endorsement by them.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download and use the NYC Wine app on a device that you own or control, solely for your personal, non-commercial use. You may not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Service, except as incidental to normal use of the Service.

9. Third-Party Services

The Service links to and works with websites, apps, and services operated by third parties, including Venmo, ticketing websites, Apple services (such as push notifications and Calendar), and the websites of venues, producers, and wine shops ("Third-Party Services"). We do not control and are not responsible for any Third-Party Service, including its availability, accuracy, content, products, payments, refunds, or privacy practices. Your use of any Third-Party Service is at your own risk and is subject to that third party's terms and policies, which we encourage you to review.

10. Privacy

Your use of the Service is subject to our Privacy Policy, which describes how we collect, use, share, and protect your personal information. By using the Service, you consent to the collection, use, and sharing of your information as described in the Privacy Policy.

11. Termination and Suspension

11.1 Immediate Termination for Cause

We may, in our sole discretion, immediately suspend or terminate your account or your access to the Service, without prior notice, if we reasonably believe that: (a) you have violated these Terms or any applicable law; (b) your conduct, whether on the Service or at an event, poses a risk to the safety, security, or integrity of the Service, other users, or third parties; (c) your account is involved in fraudulent, deceptive, or manipulative activity, including fraudulent events or payments; (d) termination is required by law enforcement or legal process; or (e) your account has been inactive for an extended period.

11.2 Termination Without Cause

We may terminate or suspend your account for any other reason by providing you with seven (7) days' advance notice through the Service or by push notification. During this notice period, you may save your User Content or request a copy of it by contacting us at hello@nycwine.app.

11.3 By You

You may delete your account at any time through the Settings menu within the Service. Deleting your account removes your profile and the posts, comments, and messages you created, as described in our Privacy Policy. Account deletion is irreversible. Deleting your account does not cancel or reverse any payment you have made and does not entitle you to any refund from NYC Wine.

11.4 Effect on Groups and Events

If your account is suspended, terminated, or deleted, your RSVPs may be cancelled, and any groups or events you organize may be removed, which may affect other users. NYC Wine is not responsible for any resulting refunds, which remain the responsibility of the Organizer as

described in Sections 4.5 and 5.2(f). If you are an Organizer, you remain responsible for any refunds and other obligations you owe to attendees of your events after your account ends.

11.5 Survival

Upon termination or suspension of your account, your right to use the Service will immediately cease. Sections 3.3 (Wine Cards, Places, and Other Information), 4 (Events, RSVPs, and Payments), 5.2 (Organizer Responsibilities), 6.2 (License Grant), 6.3 (Content Representations), 7 (Prohibited Conduct), 8 (Intellectual Property), 9 (Third-Party Services), 11.4 (Effect on Groups and Events), 12 (Disclaimers), 13 (Limitation of Liability), 14 (Indemnification), 16 (Dispute Resolution), 17 (Apple App Store Terms), and 19 (General Provisions) shall survive any termination.

12. Disclaimers

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NYC WINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NYC WINE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

NYC WINE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY USER CONTENT; ANY EVENT, ORGANIZER, VENUE, OR TICKET SELLER; ANY WINE OR OTHER PRODUCT; OR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE. NYC WINE IS NOT A PARTY TO, AND IS NOT IN ANY WAY RESPONSIBLE FOR MONITORING, ANY TRANSACTION BETWEEN YOU AND ANY ORGANIZER, VENUE, TICKET SELLER, PAYMENT SERVICE, OR OTHER THIRD PARTY.

WITHOUT LIMITING THE FOREGOING, NYC WINE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF ANY EVENT INFORMATION; WHETHER ANY EVENT WILL TAKE PLACE AS DESCRIBED OR AT ALL; THE AVAILABILITY OF ANY REFUND; OR THE IDENTITY, AGE, BACKGROUND, OR CONDUCT OF ANY USER OR ORGANIZER. NYC WINE DOES NOT VERIFY THE AGE OR IDENTITY OF ANY USER.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NYC WINE, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICE, INCLUDING ANY DAMAGES ARISING FROM ANY

EVENT; ANY CANCELLATION, POSTPONEMENT, OR CHANGE TO AN EVENT; ANY PAYMENT, REFUND, OR FAILURE TO REFUND; ANY CONSUMPTION OF ALCOHOL; OR THE CONDUCT OF ANY ORGANIZER, VENUE, OR OTHER USER, WHETHER ONLINE OR OFFLINE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF NYC WINE AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE, SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (\$100.00) OR (B) THE AMOUNTS PAID BY YOU TO NYC WINE, IF ANY, IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. AMOUNTS YOU PAY TO ORGANIZERS, VENUES, TICKET SELLERS, OR OTHER THIRD PARTIES ARE NOT AMOUNTS PAID TO NYC WINE.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT NYC WINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Indemnification

You agree to defend, indemnify, and hold harmless NYC Wine and its affiliates, directors, officers, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) your use of or access to the Service; (b) your User Content; (c) any event you organize, host, or attend, including any alcohol you sell, serve, provide, or consume, and any payment you send or receive; (d) your conduct toward other users or third parties, whether online or offline; (e) if you are an Organizer, your groups and events, including any claim by an attendee, venue, or government authority; (f) your violation of these Terms; (g) your violation of any applicable law or regulation; or (h) your violation of any rights of any third party.

15. Copyright Complaints

If you believe that User Content posted on the Service infringes your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated copyright agent with the following information in writing: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the infringing material and information sufficient to locate it; (d) your contact information; (e) a statement of good faith belief that the use is not authorized; and (f) a statement, under penalty of perjury, that the information is accurate and that you are authorized to act on behalf of the copyright owner.

Copyright Agent: NYC Wine LLC, 134 Charles St, New York, NY 10014, hello@nycwine.app

If your User Content was removed in response to a copyright notice and you believe it was removed by mistake or misidentification, you may send our copyright agent a counter-notification that includes: (a) your physical or electronic signature; (b) identification of the material that was removed and where it appeared before removal; (c) a statement, under penalty of perjury, that you have a good faith belief that the material was removed as a result of mistake or misidentification; and (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if your address is outside the United States, any judicial district in which NYC Wine may be found) and that you will accept service of process from the person who provided the original notice. We may restore the material as permitted by the DMCA.

In appropriate circumstances, we will terminate the accounts of users who are repeat infringers.

16. Dispute Resolution

16.1 Informal Resolution

Before initiating any legal proceeding arising out of or relating to these Terms or the Service, you agree to first contact us at hello@nycwine.app and attempt to resolve the dispute informally for at least thirty (30) days. Your notice must describe the nature of the dispute and the relief sought. NYC Wine will likewise attempt to contact you through the Service before initiating any legal proceeding against you. We will attempt to resolve the dispute in good faith during this period. No legal action may be filed by either party until this 30-day negotiation period has expired.

16.2 Exclusive Jurisdiction and Forum Selection

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that is not resolved through the informal resolution process described above shall be brought exclusively in the state or federal courts located in New York County, New York, except that either party may bring an individual claim in a small claims court of competent jurisdiction. You irrevocably consent to the personal jurisdiction and venue of such courts and waive any objection based on inconvenient forum or lack of jurisdiction.

16.3 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND NYC WINE EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE. This waiver applies to all claims, whether based on contract, tort, statute, or any other legal theory.

16.4 Time Limit on Claims

To the extent permitted by applicable law, any claim arising out of or relating to these Terms or the Service must be filed within one (1) year after the claim arose. Otherwise, the claim is permanently barred.

17. Apple App Store Terms

If you downloaded the NYC Wine app from Apple's App Store, the following terms also apply:

- (a) These Terms are between you and NYC Wine only, and not Apple Inc. ("Apple"). NYC Wine, not Apple, is solely responsible for the app and its content.
- (b) Your license to use the app is limited to a non-transferable license to use it on Apple-branded products that you own or control, as permitted by the Usage Rules in Apple's Media Services Terms and Conditions, except that the app may be accessed by other accounts associated with you through Family Sharing or volume purchasing.
- (c) Apple has no obligation to provide any maintenance or support services for the app.
- (d) If the app fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the app, if any. To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the app, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty are NYC Wine's responsibility, to the extent not disclaimed in these Terms.
- (e) NYC Wine, not Apple, is responsible for addressing any claims by you or any third party relating to the app or your possession and use of it, including product liability claims, claims that the app fails to conform to any legal or regulatory requirement, and claims arising under consumer protection, privacy, or similar legislation.
- (f) If a third party claims that the app or your possession and use of it infringes that third party's intellectual property rights, NYC Wine, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of that claim.
- (g) You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- (h) You must comply with any applicable third-party terms, such as your wireless carrier's terms, when using the app.
- (i) Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

Questions, complaints, or claims about the app should be directed to NYC Wine using the contact information in Section 20.

18. Changes to These Terms

We reserve the right to modify these Terms at any time. For non-material changes, we will post the updated Terms within the Service, and your continued use of the Service after the effective date constitutes acceptance.

For material changes (including changes to Section 4 (Events, RSVPs, and Payments), the dispute resolution clause, the content license, or the liability provisions), we will notify you through the Service and require your affirmative acceptance before the changes take effect. If you do not accept the revised Terms, you must stop using the Service and delete your account. Material changes will not apply retroactively to disputes that arose before the effective date of the new Terms.

19. General Provisions

19.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Subject to Section 16, any legal action shall be brought exclusively in the state or federal courts located in New York County, New York.

19.2 Entire Agreement

These Terms, together with the Privacy Policy and any Supplemental Terms, constitute the entire agreement between you and NYC Wine regarding the Service and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written.

19.3 Severability

If any provision of these Terms is held to be unlawful, void, or unenforceable, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect.

19.4 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

19.5 Assignment

You may not assign or transfer these Terms or your rights hereunder, in whole or in part, without our prior written consent. We may assign these Terms at any time without notice or consent. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

19.6 Force Majeure

NYC Wine shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, natural disasters, severe weather, war, terrorism, pandemics, government actions, power failures, internet disruptions, or third-party service outages.

19.7 Notices

We may provide notices to you through the Service or by push notification. You may provide notices to us using the contact information in Section 20.

20. Contact Information

If you have any questions about these Terms, please contact us at:

NYC Wine LLC

134 Charles St
New York, NY 10014
hello@nycwine.app

You can also reach us from Settings > Contact us in the NYC Wine app.