

WEBSITE TERMS OF USE

- These Website Terms of Use ("**Conditions**") (together with the documents referred to in them) set out the terms of use of our website www.veuve-clicquot.nl (the "**Site**"). The Site is operated by Moët Hennessy Nederland B.V., incorporated in the Netherlands whose registered office is at Oude Utrechtseweg 22-24 (3740 AB) in Baarn (registered with the Chamber of Commerce under number 32027920) and registered for VAT purposes with number 001651250B01 ("**we**" or "**us**").
- Please read these Conditions carefully before you start to use this Site as your use of the Site is subject to them. Use of this Site includes accessing and browsing the Site. If you do not agree with these Conditions, you must not use our Site.
- These Conditions also refer to our Privacy Statement (See "Privacybeleid" at www.veuve-clicquot.nl) which sets out the terms on which we process any personal information we collect from you or that you provide to us when using the Site.

ACCESS TO THE SITE, CHANGES AND UPDATES

- We shall endeavour to provide uninterrupted access to the Site, but we cannot and do not guarantee to do so. Access to all or any part of the Site may be restricted from time to time to allow for repairs, maintenance or updating. We may update, amend, suspend, withdraw, discontinue or change all or any part of our Site and/or its content at any time and without notice.

CONTENT

- Whilst we take steps to ensure the accuracy of the information accessed via this Site, we do not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material appearing on it.

THIRD PARTY CONTENT AND LINKS

- We have no responsibility for content provided by third parties and are merely providing access to such content to you. We have no obligation to verify the content of such information or to edit any such information provided by third parties. We have no control over such content and do not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any third party details and you acknowledge that any reliance on such information will be at your own risk.
- Where the Site contains links to other sites or resources, these links are provided for your information only. Such links should not be interpreted as endorsement by us of those linked websites or resources. We have no control over the content of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. You should check the terms of use applicable to any website or other resource that you link to from the Site.
- The inclusion of any advertising or any sponsorship material on the Site does not constitute an endorsement of the relevant advertiser or sponsor or their goods or services. Any correspondence or dealings you have with advertisers or sponsors are solely between you and the relevant advertiser or sponsor. We shall not be responsible for any loss or damage of any kind suffered or incurred by you as a result of any correspondence or dealing you have with any advertiser or sponsor.

INTELLECTUAL PROPERTY NOTICE

- This Site and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, names, logos, marks, formats, files, devices and links contained in it or linked to it including the various Moët Hennessy brand trademarks (together "**Content**") are protected by copyright, trademarks and other rights of intellectual property owned by us or licensed to us. Anyone accessing this Site is entitled to view any part of it. However, the Content must not be used nor reproduced (in whole or part) for any other purpose including on or in connection with another website or publication or for commercial gain without our express written permission. Furthermore, any links to this Site must be notified to and approved by us before they are created or steps are taken to create the same.

VIRUSES

- We do not guarantee that the Site or its server will be secure or free from bugs, errors, worms or viruses and we shall not be liable for any loss or damage you may suffer as a result of such technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it. You should therefore use your own virus protection software.
- You agree that you will not knowingly introduce to our Site viruses, trojans, worms or other matter which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

USE RESTRICTIONS AND LOCAL LAWS AND REGULATIONS

- Our site is directed to consumers residing in the Netherlands. Dutch consumers may access and view the Content (as defined above) appearing on this Site for personal, non-commercial use only. We do not represent that content available on or through our Site is appropriate for other jurisdictions.

LIMITATION OF LIABILITY

- Nothing in these Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Dutch Law.
- Because our site is provided free of charge, we will not, in any way, be liable for any loss or damage (whether direct or indirect) in tort (including negligence), breach of contract, breach of statutory or otherwise (even if foreseeable) in connection with any use you make of our site or the information presented on it. Nothing in these Conditions limits your legal rights as a consumer.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, even if foreseeable, arising under or in connection with use or, or inability to use, our Site, or use of or reliance on any content displayed on our Site.
- You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. To the extent permitted by law, we exclude all conditions, warranties, representation or other terms which may apply to our Site or any content on it, whether express or implied.

VALIDITY OF PROVISIONS AND REMEDIES

- If any provision of these Conditions is or becomes invalid or contravenes applicable regulations, then the remaining provisions will not be affected.

WAIVER

- No waiver by us of any breach of these Conditions shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

GOVERNING LAW AND JURISDICTION

These Conditions are governed by the laws of the Netherlands. You and we both agree that the court of Amsterdam will have non-exclusive jurisdiction in respect of any dispute arising in connection with these Conditions and/or your use of this Site.

EUROPEAN COMMISSION ODR PLATFORM

For information on the European Commission's online dispute resolution platform, please visit <http://ec.europa.eu/consumers/odr/>.