

## TERMS AND CONDITIONS OF USE

Effective Date: 08/02/2018

Thank you for visiting thethirdtwin.net (“Website”). Molly Aida, Inc. and dba The Third Twin (“TTT,” “We,” “Us,” or “Our”) operates the Website.

Use of the Website, its content and services, including, but not limited to, the provision of information, documents, commentary, photographs, user account registration, any user requested e-mail notifications or newsletters, and links to third party websites (collectively, the “Services”) is governed by the Terms and Conditions of Use stated herein and the [Privacy Policy](#) which is incorporated by reference herein (collectively, the “Terms”), and is based on Your adherence to and acceptance of such Terms. Any user of the Website and/or Services, including any and all visitors to the Website (collectively, “You”/“Your”), agree to be bound by these Terms by Your use of the Website and/or Services. Please read these Terms carefully before using the Website or the Services. You expressly acknowledge that You have been advised of these Terms upon entering the Website and have had access to the same. If You do not agree to these Terms, then You are not authorized to continue use of the Website or the Services.

YOU AGREE THAT BY USING THE SITE YOU REPRESENT THAT YOU ARE AT LEAST 21 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

### PERMITTED USE

The rights granted to You under these Terms are limited to accessing, displaying and viewing the Website, its content and the Services. The Website, its content and the Services are available as a resource for Your personal, non-commercial use, and may not be used as a part of any advertisement, promotion or other commercial endeavor. You shall not change, tamper, dismantle, augment, misrepresent, modify, reproduce, disseminate, or frame any of the content contained on the Website, or received via the use of the Services, without the express, advance written consent of TTT. You shall not use the Website and/or Services in any way that causes detriment to TTT, is derogatory or brings TTT into disrepute. You agree that access to and use of the Website, its content and the Services are subject to these Terms, prohibiting unauthorized redistribution and publication and protection of TTT’s Intellectual Property rights (as defined below). You acknowledge TTT as the owner of the Website and the provider of the Services. You further acknowledge TTT as the owner of the content on the Website, and in no event shall You claim ownership of the content received via Your use of the Website and/or Services. You shall not represent Yourself as TTT, or an agent or partner of TTT, or make any representations, warranties or guarantees to third parties with respect to the Website, its content or the Services. You agree to comply with all applicable laws and regulatory requirements in relation to Your receipt and use of the Website, its content and the Services. You shall not have any rights to assign, transfer or convey Your rights and obligations under these Terms to any third party.

### INTELLECTUAL PROPERTY

All content accessible through the Website and the Services, including all logos, text, images, audio, video, diagrams and maps, as well as the collection, arrangement, assembly and presentation of the Website’s pages, with the exception of trademarks or logos of third parties, unless otherwise explicitly noted, is the sole and exclusive property of TTT and is protected by copyright laws. You may not use TTT logo or any other content derived from the Website or from the Services without express written permission in advance from TTT.

The TTT logo, wine labels and the designation THE THIRD TWIN (collectively, the “TTT Marks”) are, or contain, trademarks owned by TTT and may not be used without TTT’s express written permission. The TTT Marks may not be used in connection with any product or service that is not TTT’s in any manner that is likely to cause confusion among the public, or in any manner that disparages or discredits TTT. Other products, services or company names used on the Website may be trademarks of other owners.

You further acknowledge and agree that TTT, or its or content suppliers, own all right, title and interest in and to all intellectual property contained in and/or used through the Website and/or the Services, including without limitation, any and all patents, know-how, trademarks, service marks, copyrights, rights in passing off, database rights, rights in commercial or technical information, or any other rights in any invention, discovery or process, as well as any other intellectual property rights, whether registered or unregistered, and including applications for the grant of any such rights and all international rights or forms of protection having equivalent or similar effect in each case in the United States (“Intellectual Property”). You shall not acquire any right, title, or interest in or to the Website, the Services or any content contained and/or provided therein.

Further, You acknowledge and agree that any communication or material that You transmit to Us via the Website, the Services, electronic mail or otherwise, excluding personally identifiable data about Yourself, including, but not limited to, any data, questions, answers, comments, suggestions, or the like (“User Content”) will be treated as non-confidential and non-proprietary by Us. By sending User Content to Us, You will grant TTT a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such User Content alone, or as part of other works in any form, media, or technology, whether now known of or hereafter invented, and to sublicense such rights to anyone else.

To the extent permitted by law, You waive your droit “moral” rights (the right to be identified as the author or to object to derogatory treatment) in any User Content transmitted to Us via Your use of the Website, the Services, electronic mail or otherwise.

#### U.S. DIGITAL MILLENIUM COPYRIGHT ACT

If You are the owner of a U.S. copyright, or a U.S. copyright owner’s agent, You may submit notification, pursuant to the Digital Millennium Copyright Act (“DMCA”), if You believe any content on the Website infringes upon Your copyrights. To provide adequate notice, You must submit to our Copyright Agent the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- 1) Identify the copyrighted work claimed to have been infringed;
- 2) Identify the alleged infringing material requested to be removed, including information reasonably sufficient to have our Copyright Agent locate the material;
- 3) Information reasonably sufficient to permit our Copyright Agent to contact You, such as a mailing address, e-mail address and telephone number;
- 4) A statement indicating You have a good faith belief that the alleged infringing material is not authorized by the copyright owner;
- 5) A statement, under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed, and that the information submitted in the notification is accurate; and
- 6) A physical or electronic signature of the owner of an exclusive right that is allegedly infringed, or his or her authorized agent.

You may direct all copyright infringement notifications to our Copyright Agent, Thomas Dover of Nossaman LLP, at 777 South Figueroa Street, 34th Floor, Los Angeles, CA 90017; email: [tdover@nossaman.com](mailto:tdover@nossaman.com); fax: 213-612-7801 (our “Copyright Agent”). Please submit only DMCA notices to the Copyright Agent. All other feedback, comments, requests for technical support, or other communications should be directed to TTT. You acknowledge that if You fail to comply with all of the above DMCA requirements, Your DMCA notice may not be valid.

Counter-Notice: If You believe Your content was inaccurately removed or disabled, due to Your claim of ownership over the alleged infringing material, or of authorization from the copyright owner or his or her agent, or, pursuant to the law, You believe You are allowed to post the material in the alleged infringing content, You may send a counter-notice containing the following information to the Copyright Agent, containing the following information:

- 1) Identification of the material that has been removed or to which access has been disabled, and the location where the material appeared before it was removed or disabled;
- 2) A statement that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material;
- 3) Your name, address, e-mail address, telephone number, a statement that You consent to federal court jurisdiction in California, and a statement that You will accept service of process from the person who provided notification of the alleged infringement; and
- 4) Your physical or electronic signature.

If a counter-notice is received by Our Copyright Agent, We may send a copy of the counter-notice to the original complaining party informing that individual that the removed material may be replaced on the Website, or We may disable it in 10 business days. Unless the complaining party copyright owner files an action seeking a court order against the allegedly infringing content provider, the removed content may be replaced, or access restored, within 10 to 14 business days or more, following receipt of the counter-notice.

#### LINKS TO OTHER WEBSITES

Some links on the Website take you to other, non-TTT websites and/or provide access to financial transactions for purchase of Our products. These other websites may not be under the control of TTT, and We are not responsible for their content, action or re-direction. We are providing these links as a convenience to You, and in doing so do not imply support or endorsement of any kind.

#### WARRANTY AND DISCLAIMER

Although We make every effort to ensure the information presented on the Website and through the use of the Services is truthful and accurate, the Website and the Services are provided on an “as is” and “with all faults” basis. The TTT makes no representations or warranties of any kind, express or implied, as to the operation, content, accuracy, sufficiency or completeness of the Website, its content, the Services, or any other website to which the Website provides a link. To the fullest extent permitted by law, TTT disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, which are hereby expressly waived. The TTT, Our employees, directors, officers, agents and assigns, will not be liable for any loss or damage of any kind arising from Your use of, or inability to use, the Website, its content, the Services or any other website, content or services to which the Website provides a link, including, but not limited to, direct, indirect, incidental, compensatory, punitive, special, consequential or exemplary damages, lost profits, lost sales or business, anticipated revenue, interest, expenses, investments or commitments in connection with any business, loss of goodwill, loss of use, or other similar claims arising from any causes whatsoever, irrespective of whether TTT had been informed of, knew of, or should have known of the likelihood of such damage, claims or loss. This limitation applies to any and all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. You agree to bear the entire risk as to quality, accuracy or performance of the Website, its content and the Services.

You further expressly agree to indemnify and hold TTT, and Our employees, directors, officers, agents, and assigns, harmless from and against any and all liability and expenses, including reasonable defense costs and legal fees, caused by Your use of the Website and/or the Services, or the dissemination and possession of any content You received through Your use of the Website and/or the Services.

#### TERMINATION

We shall have the right in Our sole discretion to terminate Your use of the Website and the Services if You are found to have used the Website and/or the Services in a manner inconsistent with these Terms. In addition, We may change, suspend or discontinue all or any aspect of the Website or

the Services, including their availability, at any time, and may suspend or terminate Your use of the Services at any time and for any reason.

#### PRIVACY

TTT's Privacy Policy (the "Privacy Policy") will apply to all personal information collected in connection with Your use of the Website or the Services. Our Privacy Policy can be found and accessed on the home page of the Website or by clicking this link [\[Privacy Policy\]](#).

#### GOVERNING LAW

The Website and the Services are created, controlled and provided by TTT in the United States of America. We are based in the State of California. As such, the construction and performance of these Terms will be governed by the internal, substantive laws of the State of California without regard to its choice of law rules. You and We each hereby irrevocably consent and submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California in any legal action, equitable suit or other proceeding arising out of or related to these Terms. You and We further consent to personal jurisdiction over each of You and Us, respectively, which may be effected by service of process sent by registered or certified mail addressed to such party at (in the case of TTT) the address set forth in these Terms, and (in the case of You) at any address you may have provided on the Website. You and We each hereby irrevocably waive any right You or We may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section, and You and We hereby irrevocably waive and agree not to plead or claim in any such proceeding, that such action or proceeding brought in accordance with this section has been brought in an inconvenient forum.

#### MISCELLANEOUS

Failure by TTT to insist upon strict performance of any part of these Terms, or delay in or failure to exercise any rights or remedies to which We are entitled, shall not constitute a waiver of such right or remedies, nor shall any amendment or the termination of these Terms by Us operate as a waiver of any of its terms. Any express waiver of any breach of these Terms by Us does not constitute a waiver of any subsequent breach of these Terms. Waivers shall only be valid if recorded in writing and signed by the waiving party.

If any provision of these Terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from these Terms and the remaining provisions shall continue in full force and effect as if these Terms had been posted without the invalid, illegal or unenforceable provision.

The provisions of the Warranty and Disclaimer section above, including, without limitation, all provisions pertaining to liability and indemnity, as well as any other paragraphs that are necessary to give effect to that section, shall survive any amendment or the termination of these Terms. We reserve the right to make changes to the Website and/or to the Services, including these Terms, at any time.

#### INTEGRATION & MODIFICATION

These Terms, and all documents referred to herein, including the Privacy Policy, constitute all the terms and conditions applicable to Your access to and use of the Website and the Services and govern Your use of the Website and the Services, superseding any prior terms, conditions, understandings or agreements regarding the subject matter hereof. TTT may revise, amend, or modify these Terms from time to time. Notice of any revision, amendment, or modification will be posted on the Website. These Terms may not be amended or modified by You except by means of a written document signed by both You and an authorized representative of TTT. By continuing to use the Website after the amendments are effective, you accept and agree to abide by them.

#### COMPANY INFORMATION

MOLLY AIDA, INC.

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Customer Service contact phone: 805-649-8813