

**The WineSellar & Brasserie TEXT MESSAGING TERMS AND CONDITIONS**  
**Effective: November 1, 2025**

These Terms and Conditions (“Terms”) are a legal agreement between The WineSellar & Brasserie (“**The WineSellar & Brasserie**”, “**we**”, “**us**”, “**our**”) and you, which describes the terms and conditions applicable to your use of our SMS messaging program (the “**Platform**”). By registering for or using our Platform, you agree to abide by all of the terms and conditions of these Terms between you and us. You agree to use our Platform in accordance with these Terms of Use, our Privacy Policy, and any additional rules that may apply to specific functionality of our Platform.

**The Platform**

The WineSellar & Brasserie operates the Platform that sends opted-in subscribers SMS messages to interact with The WineSellar & Brasserie by text message. Subscribers can also expect to receive periodic conversational, informational and promotional messages from The WineSellar & Brasserie.

You may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from us, our affiliates, subsidiaries, and related entities. Such messaging may be used to authenticate your identity or mobile device, as well as provide you informational updates about services or products you may have requested. In providing your mobile device number or cell phone number to the Platform, you knowingly consent to such communications from the Platform or for the Platform to use your cell phone number or mobile device number in accordance with these Terms. In providing your number and accepting these Terms, you represent that you have the authority to agree to receive text messages at the telephone number that you provide to the Platform, or from which you sent the text message request to us. You further acknowledge that no purchase is required to opt into this service, and you may opt out at any time.

You can cancel the SMS service at any time. Just text "STOP" to the number or short code that sent you the message. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at [winesellar@winesellar.com](mailto:winesellar@winesellar.com).

Carriers are not liable for delayed or undelivered messages.

As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

If you have any questions regarding privacy, please read our privacy policy: [link to privacy](#)

Any such communications you receive from us will be administered in accordance with your preferences and these Terms.

**In providing your mobile device number or cell phone number to the Platform, sending or receiving text messages via the Platform, you knowingly consent to SMS or "text" messages transmitted or received within the Platform being recorded and stored. You acknowledge that such messages are the data of The WineSellar & Brasserie and will be viewable and processed by The WineSellar & Brasserie and by RedChirp, LLC ("RedChirp") (the provider of the Platform), and you knowingly consent to the same.**

### **Content and User Submission**

Except for public domain materials, all the contents (including, but not limited to, information graphics, pictures, descriptions, etc.) published on our Platform ("**Content**") are protected by applicable intellectual property laws, and are owned by us, or the party credited as the provider of the Content. You must abide by all additional copyright notices, information, or restrictions contained in any Content accessed through our Platform.

### **Access and Availability of Service and Links**

Our Platform may contain links to other related websites. You agree that we will not be liable for the availability of these outside resources or their content. By including links to external websites and information, such placement on the Platform does not constitute an endorsement, affiliation, approval, or any other affiliation or relationship with the third party content and website. You should direct any concerns regarding any external link to the customer service of such websites.

### **Registration and Security**

If you register an account on our Platform, as part of the registration process, you may give us certain registration information, all of which must be accurate and updated. You may not: (i) select or use information of another person with the intent to impersonate that person; or (ii) use information in which another person has rights without such person's authorization. Failure to comply with the foregoing shall constitute a breach of these Terms, which may result in immediate termination of your account.

You shall notify us of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your information. You are responsible for all usage or activity on your account, including use of the account by any third party authorized by you to use your user ID and password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

We reserve the right to gather and use information about your usage and agree to maintain your data privacy, in accordance with our Privacy Policy, which is incorporated herein.

We may contact you regarding your participation in user surveys, asking for feedback on our Platform and existing or prospective products and services. This information will be used to improve our Platform and our Apps and better understand our users.

### **Fees and Payments**

We reserve the right at any time to charge fees for access to portions of our Platform or our Platform as a whole. However, in no event will you be charged for access to our Platform unless we obtain your prior agreement to pay such charges.

If at any time we require a fee for portions of our Platform that are now free, we will give you advance notice of such fees and the opportunity to cancel the account before such charges are imposed. You shall pay all fees and charges incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for any products or services offered for sale through our Platform. All fees and charges shall be billed to and paid for by you. You shall pay all applicable taxes relating to use of our Platform through your account.

You expressly agree that our Platform shall not for any reason whatsoever be liable to refund the full amount or any part of fees, charges and taxes paid by you.

### **Representations and Warranties**

You represent, warrant and agree that no materials of any kind submitted through your account to the Platform will (i) violate, plagiarize, or infringe upon the rights of any third party or (ii) contain libelous or otherwise unlawful material.

Our Platform is available “as is.” We do not warrant that our Platform will be uninterrupted or error-free. We are not responsible for the availability, content or services of other third-party providers that may be linked to or posted within our Platform. While we intend to take reasonable steps to prevent the introduction of viruses, worms, or other destructive materials to our Platform, we do not guarantee that our Platform or materials that may be downloaded from our Platform do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on our Platform and any materials available through our Platform, you do so solely at your own risk.

### **Indemnification**

You hereby indemnify, defend and hold us and RedChirp harmless from and against any and all liability and costs incurred by us or RedChirp in connection with any claim arising out of any breach by you, or any user of your account, of these Terms, or related to the Platform or the Content. You shall cooperate as fully as reasonably required in the defense of any such claim.

### **Limitation and Liability**

Under no circumstances shall we or RedChirp be liable for any indirect, incidental, special or consequential damages of any kind that result from the use of or the inability to use all or any part of our Platform even if we are advised beforehand of the possibility of such damages. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any material, products, or services on our Platform, or with any of our terms and conditions, your sole and exclusive remedy is to discontinue using our Platform.

### **Software Licenses**

You shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you in order to access our Platform. You may not sublicense, assign, or transfer any licenses granted by us, and any attempt at such sublicense, assignment or transfer shall be null and void. You may make one copy of such software for archival purposes only. You may not otherwise copy, distribute, modify, reverse engineer, or create derivative works from such software.

## **Termination**

We and RedChirp may terminate or cancel your access to our Platform at any time, with or without cause, with or without notice. In the event of such termination, any information you have stored on our Platform may not be retrieved later.

## **Changes to these Terms**

The WineSellar & Brasserie may revise these Terms or the Platform, or stop providing the Platform, at any time and without notice to you. The WineSellar & Brasserie encourages you to review these Terms frequently (the date of the most recent revision to these Terms appears at the top of these Terms). Your continued access to or use of the Platform after such posting constitutes your consent to be bound by the Terms, as amended.

If we make any material changes to this Policy, we may also notify you either through the email address you have provided, or by placing a prominent notice on our website.

## **Governing Law**

These Terms shall be governed by the laws of the State of California. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state courts in San Diego, CA and the United States District Court for San Diego, with respect to such matters.

## **Survivability**

If any provision of these Terms are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

## **Contact Us**

If you have any questions or feedback relating to these Terms, please contact us via email at [winesellar@winesellar.com](mailto:winesellar@winesellar.com).