

TERMS AND CONDITIONS

Posted Date: 1st of March 2020

Effective Date: 1st of March 2020



These wineLAIR Terms and Conditions (the “**Terms**”) supersede all prior versions of the Terms and are effective as of the Effective Date written above.

1. Definitions

- **Agreement** means Member’s wineLAIR Membership Agreement, and includes these Terms.
- **Club** means a wineLAIR location or a Reciprocal Club, as appropriate in the context.
- **Fee Schedule** means wineLAIR’s schedule of Fees, as published from time to time in the Member Portal and available from the General Manager (including but not limited to the (1) **Initiation Fee**, (2) **Annual Dues**, (3) **Annual Locker Fee** (if applicable, for an optional additional Locker), (4) **Member Card Replacement Fee**, and (5) **Key Replacement and Re-Keying Fees**).
- **General Manager** means the on-site general manager (or comparable title) having overall responsibility for management of a Club’s day-to-day operation.
- **Home Club** means the wineLAIR Club where Member’s Locker is located.
- **Home Club Capacity** has the meaning set out in Section *below*.
- **Guest User** means a member of a Club when using any Club other than the member’s Home Club or Reciprocal Club of which the member is a member.
- **Locker** means an enclosed space (approximate capacity 52 bottles, 750 ml size) provided by wineLAIR to a member of a wineLAIR Club for storage of wine and other permitted items.
- **Member** means the Member identified in the Agreement signed by the Member.
- **Member Account** means the account maintained by wineLAIR for Member, where certain Member membership account information is viewed and managed and where wineLAIR records amounts a Member incurs for Fees or for purchases from Member’s Home Club. wineLAIR may use separate accounts for membership and locker rental fees and consumptions at the by-the glass-system (accessible online for the Member) and for all other consumptions and fees (offline).
- **Member Amenities** mean lounge areas, furnishings, glassware, services, and other amenities a wineLAIR Club provides for use by Club members on wineLAIR Club premises.
- **Member Card** means an RFID-enabled card issued by wineLAIR to Member to access a Club and approve charges to the Member Account for purchases at Member’s Home Club.
- **Member Guest** means a guest of Member at any Club.
- **Member Card Holder** means Member or a person Member distributes a Member Card to, as applicable.
- **Member Portal** means the wineLAIR online portal enabling Member to manage Member’s Member Account, manage certain Member information, and send and receive certain communications to and from wineLAIR.
- **Member Privileges** has the meaning set out in Section 4 below.
- **Payment Information** means Member provided instructions and information for payment of Fees and other amounts owed, specified by Member at the time of applying for membership or as updated in the Member Account via the Member Portal.
- **Private Room** means a private room (conference, dining, smoking) in a wineLAIR Club that may be rented to Member or a Guest User for their temporary exclusive use, for a Room Fee.
- **Reciprocal Club** means a location offering private club services and listed as a wineBANK location from time to time at www.winebank.de (www.winebank.de/?lang=en_US), other than wineLAIR locations.
- **Room Fee** means the fee determined by a General Manager for using a Private Room.
- **wineLAIR** means wineLAIR, as defined in the Agreement. wineLAIR is a subsidiary of ThreeWineGuys Holdings, LLC, a Delaware limited liability company.
- **wineLAIR Club** means a location, including Member’s Home Club, offering private club services and listed as a wineLAIR location from time to time at www.winelair.com.

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2. Member Account Management

2.1. On accepting Member's membership application, wineLAIR will create a Member Account for Member which Member can access on-line through wineLAIR's encrypted Member Portal at www.winelair.com. Member's User ID shall be Member's email addresses; Member shall create and maintain Member's password securely.

2.2. Member shall assure that all Member information in the Member Account (name, addresses, and phone numbers, Payment Information, etc.) is up to date at all times, by updating and/or verifying same as needed or requested.

2.3. Member shall use the Member Account to notify wineLAIR of lost, stolen or damaged Member Cards or Locker keys, questions concerning the Member Account, and any other membership related matters. Member understands that Member is responsible for all use of each a Member Card assigned to Member.

2.4. wineLAIR will send invoices for Fees due and purchases through by-the-glass-system to the Member by Email and provide those invoices additionally through the Member Portal, and may provide other notices and communications to Member through the Member Portal.

3. Member Cards

3.1. wineLAIR shall issue Member Cards to Member without charge, as follows:

Membership Type	Platinum Level	Black Level
Individual	2 Member Cards	3 Member Cards
Corporate	5 Member Cards	8 Member Cards

Member may pick up issued Member Cards at Member's Home Club, or as otherwise agreed to by Member and wineLAIR. If Member is a natural person, one Member Card is for Member. All other Member Cards (whether or not Member is a natural person) may be distribute by Member to persons trusted by Member to use the Member Card responsibly and in compliance with these Terms. Member Cards remain the sole property of wineLAIR, and shall be returned to wineLAIR immediately if Member's membership terminates for any reason. If a Member Card is not returned within 5 business days after termination, Member agrees to pay a fine of \$25 per day, until returned.

3.2. Member shall notify wineLAIR immediately of loss or theft of, or damage to, any issued Member Card. wineLAIR shall deactivate any Member Card reported as lost, stolen or damaged, and (typically within 5 business days after a Member Card is reported as lost, stolen or damaged), shall issue a replacement Member Card in the same manner as the original Member Card), for the Member Card Replacement Fee (charged to Member).

3.3. Member is responsible for the use and security of each Member Card issued to Member, including but not limited to every use by any person of a Member Card to access a Club or make purchases at Member's Home Club or using the Member Card, provided that Member is not responsible for charges to the Member Account using a Member Card more than 24 hours after it has been reported to wineLAIR as lost, stolen or damaged. Purchases at Member's Home Club may be charged to the Member Account. Purchases at any other Club (except consumptions at other by-the-glass-systems) cannot be charged to the Member Account.

3.4. Access can be denied due to maintenance works, technical faults, or other urgent the important reasons. In this case, the Tenant is not entitled to claims against the Lessor or wineBANK Franchise GmbH & Co KG.

3.5. In case of violation of the regulations specified in § 2, wineBANK Franchise GmbH & Co KG is entitled to bar member at certain locations. The wineBANK Franchise GmbH & Co KG does not owe the Tenant an explanation or verification of the misconduct.

3.6. Children and persons under the age of 21 are not permitted.

3.7. Additional payable member cards subject to charge can be canceled at any time to the end of the month without a minimum contract term. Canceled partner cards must be returned to wineBANK Franchise GmbH & Co KG immediately, but no later than 14 days after the end of the month. If the card is not returned within the specified period, the provision of §3 (1) shall apply.

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4. Member Privileges

4.1. As more specifically provided in these Terms, Member has the privileges of

- (a) Using at least one assigned Locker at Member's Home Club (additional lockers available for rent (rental term 1 year or longer) to Black level memberships on a space available basis).
- (b) Entering Member's Home Club or any other wineLAIR Club or wineBANK Club in Europe and using its Member Amenities during its published business hours.
- (c) Reserving and using Private Rooms on prior arrangement with the General Manager and payment of the applicable Room Fee (see Section 10 below).
- (d) Entertaining Member Guests at wineLAIR Clubs on each Member visit as follows:

Membership Type	Platinum Level	Black Level
Individual	up to 4 Member Guests	up to 6 Member Guests
Corporate	up to 3 Member Guests	up to 3 Member Guests

Member may contact General Manager in advance to make special arrangements for additional guests (in General Manager's discretion).

- (e) Entering any Reciprocal Club as a Guest User and using its member and guest amenities during its published business hours.
- (f) Making purchases of items available at Member's Home Club, on open account (recorded to the Member Account by means of presenting the Member Card).
- (g) Bringing Member's own food onto wineLAIR Club premises for enjoyment of Member Card Holders and Member Guests.
- (h) Receiving invitations to exclusive member only events at wineLAIR Clubs.

4.2. Black Level member's privileges also include:

- (a) the option to rent up to 3 additional lockers (one year rental term or longer), on a space available basis (see Section 9 below).
- (b) free valet parking in wineLAIR's parking facilities (on a space available-basis) while using a wineLAIR Club.

4.3. wineLAIR may from time to time organize special events and promotions, such as rare wine purchase events, for its members and their guests. All such special events and promotions are strictly at the discretion of wineLAIR. Member agrees that wineLAIR may contact Member, by mail, email, or through the Member Portal, to notify Member of special events and promotions. Participation in some special events and promotions may be limited; in that case, Black Level memberships will be given priority over Platinum level memberships. wineLAIR does not guarantee that all special events and promotions will be available to Member.

4.4. Member understands that items offered for purchase at wineLAIR Clubs may be offered by wineLAIR itself or by independent businesses that have agreed to make their products or services available to wineLAIR members at wineLAIR Clubs.

5. Member Responsibilities

Member shall assure that each Member Card Holder and Member Guest is aware of and agrees to comply with the Member responsibilities in this Section 5.

5.1. No Member Card Holder or Member Guest shall:

- (a) Engage in any unlawful activity while on the premises of any Club. Without limiting the scope of the foregoing, Member Card Holders and Member Guests shall not engage in, or direct or request any other person to engage in unlawfully serving alcohol to any person who, by status or circumstance, cannot then be served alcohol legally on Club premises.
- (b) Bring onto or store on wineLAIR Club premises weapons of any kind (including but not limited to firearms, knives, archery weapons, incendiary or explosive devices).
- (c) Operate on wineLAIR Club premises sound amplifying equipment of any kind (other than hearing aids, in the intended manner).

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- (d) Smoke on wineLAIR Club premises except in specifically designated cigar lounges.
- (e) Engage in the use of illegal drugs on wineLAIR club premises.
- (f) Bring animals onto wineLAIR Club premises (other than a Member Card Holder's or Member Guest's service dog (within the meaning of the Americans with Disabilities Act).
- (g) Lend or otherwise allow any person to use a Member Card for admission to any Club except with a Member Card Holder also in attendance.
- (h) Admit any individuals to any Club premises for whose actions on the Club premises Member is not prepared to take responsibility.
- (i) Disable, circumvent, or tamper with any Club security features or measures.

5.2. Member Holders and Member Guests shall use Member Amenities for their normal purposes only and with reasonable care in a way that would not be unreasonably wasteful or likely to cause harm, injury, or discomfort to the Member Amenities or any person present in the wineLAIR Club.

5.3. Member Card Holders are responsible for proper disposal or clearing (as appropriate) of their and their Member Guests' waste, used glassware, etc. (in wineLAIR designated receptacles and areas), before leaving wineLAIR Club premises.

5.4. Member Parties shall promptly report to wineLAIR site personnel any damage to, deficiencies in, or hazardous condition of wineLAIR premises or any Member Amenities that any Member Card Holder or Member Guest observes. Member Parties shall not remove any wineLAIR property (e.g., service items connected with Member Amenities) from Club premises.

5.5. Member Parties shall comply with all laws applicable to their service of alcohol to persons on Club premises.

6. Etiquette and Attire

Member shall assure that each Member Card Holder and Member Guest is aware of and agrees to comply with the provisions of this Section 6.

6.1. Member Card Holders and Member Guests shall conduct themselves while on the premises of a Club in manner that does not interfere with the privacy or reasonable enjoyment of the Club by any other member or guest present, and in accordance with the Club's posted rules, if any. This includes but is not limited to maintaining sound levels in a way that does not interfere with the ability of others to conduct normal conversation, not introducing odors that a person of normal sensibilities would regard as offensive or distressing, and not interfering with the ongoing use of Member Amenities initiated by others. Other than in Private Rooms, cell phone conversations should be kept brief and at a low volume. Member Card Holders and Member Guests shall comply with requests from the Club's on-site personnel made for the purpose of providing for the privacy and reasonable enjoyment of the Club by each of its members and Guest Users and their guests.

6.2. A range of attire is acceptable, so long as it is reasonably clean, does not create unreasonable risk to the wearer or others in attendance, and comports with general standards prevailing for high-end clubs in the community where the Club is located, in the judgment of the Club's on-site personnel. For safety, shoes are required.

6.3. Member Card Holders and Member Guests shall treat all present on Club premises with respect, as they would want to be treated.

7. Membership is Not Transferable

7.1. Membership is not transferable, except with the express prior written consent of the General Manager, on such terms and conditions as the General Manager may deem appropriate under the circumstances.

8. Member Account, Payments

8.1. Member authorizes wineLAIR to post to the Member Account all Fees incurred by Member Card Holders at Member's Home Club.

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8.2. By presenting their Member Cards at the time of purchase, Member authorizes wineLAIR to post to the Member Account purchases made at Member's Home Club by Member Card Holders (including any applicable taxes that wineLAIR pays on Member's behalf or that wineLAIR is obligated to collect from Member).

~~8.3.~~ Member authorizes wineLAIR to charge or debit amounts posted to the Member Account as directed in Member's Payment Information on a monthly basis, and wineLAIR agrees to charge or debit such amounts on a monthly basis. Charges and debits include amounts posted for items purchased at any Club. wineLAIR shall provide monthly statements of Member Account activity and status.

9. Lockers

9.1. Locker Selection and Assignment. Member may request any unassigned Locker in Member's Home Club, and wineLAIR will, on a space available (first come, first served) basis, reserve the requested Locker for Member, subject to Member's payment of the applicable Fees. If Member is a Black Level member, and subject to availability (first come, first served), Member may rent up to the number of additional Lockers provided by Section 4.2(a) above. *The minimum rental term for each additional Locker is one year.*

9.2. Locks. wineLAIR furnishes each Locker with an installed mechanical lock and two non-reproduceable keys. Keys remain the sole property of wineLAIR. Member shall notify wineLAIR immediately of loss or theft of, or damage to a Locker key, and may request a replacement key or re-keying of the lock (Key Replacement and Re-Keying Fees apply). wineLAIR has no liability to Member if Member's Locker is entered by means of Member's lost or stolen key.

9.3. Locker Usage. Member may place and store Member's wines and liquors in their original bottles, in Member's Locker, and is responsible for safely and securely placing all wines in Member's Locker. Bottles may be stored loose or in wooden crates (no corrugated board boxes). Member may also store tobacco and accessories for the use and enjoyment of wines, liquors and tobacco (such as Coravin systems, bottle openers using pressurized air and bottle stoppers, humidors, cigar cutters, and the like) in the Locker. Storage of weapons of any kind (including but not limited to firearms, knives, archery weapons, incendiary or explosive devices) is strictly prohibited. Member shall not allow any items to protrude, leak or escape from Member's Locker. Member shall not store any items in the Locker in a condition that is reasonable to expect may result in damage to any Locker or its contents. Member is responsible for safe and secure placement of all bottles stored in Member's Locker.

9.4. Locker Maintenance and Presentation. If all or part of the contents of Member's Locker are visible (through bars, grillwork, or other non-solid or transparent doors or walls of the Locker), Member shall assure that the visible appearance of the Locker is always pleasing and orderly and that the Locker is clean at all times. Member will obtain approval of the General Manager before placing any signage or placard on or in Member's locker to identify Member or convey any other message. If wineLAIR requests that Member clean or tidy Member's Locker or remove forbidden items from the Locker, then if Member has not done so within one business day of wineLAIR's request, wineLAIR personnel may enter Member's Locker to perform those activities. WINELAIR SHALL HAVE NO RESPONSIBILITY TO MEMBER OR ANY OTHER PERSON FOR ANY DAMAGE TO OR LOSS OF ANY CONTENT OF MEMBER'S LOCKER THAT MAY RESULT FROM WINELAIR'S EXERCISE OF ITS RIGHT TO ENTER MEMBER'S LOCKER UNDER THIS SECTION.

9.5. Vacating a Locker. Immediately on vacating a Locker for any reason, Member shall return the furnished locker keys to the General Manager. Member shall surrender the Locker in a clean, orderly, and undamaged condition (reasonable wear and tear excepted). If the compartment is not vacated at the end of the Agreement, the Lessor is entitled to remove the content and store it at a different location at the expense of the former Agreement.

10. Use of Private Rooms

10.1. wineLAIR Clubs have a limited number of Private Rooms, that can be reserved and used by members or Guest Users, on a first come, first served basis, for the applicable Room Fee. Member may reserve a Private Room by making arrangements with the General Manager.

10.2. No Room Fee refund will be made if a Private Room reservation is cancelled less than 24 hours before start of the reservation.

10.3. Special services may be arranged, for a fee, at the discretion of the General Manager.

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11. Privacy of Member Card Holder Information

11.1. Member Card Holders' use of their Member Cards will result in the recording and storage of information relating to such use in wineLAIR's encrypted databases (maintained for wineLAIR by its service provider wineBANK Franchise GmbH & Co. KG). Member Card Holders consent to (a) wineLAIR's storage and use of such information in wineLAIR's provision of services to Member Card Holders and improvement of services available to Member Card Holders, (b) wineLAIR's confidential and use-restricted disclosure of such information to its service providers who wineLAIR engages to support or assist wineLAIR in its provision of such services or improvement of services available to Member Card Holders. wineLAIR will not sell or rent its membership lists and membership databases to third parties (unless accepted by the Member), but may use its membership lists and membership databases to develop and conduct special events and promotions for members, including special events and promotions that may be operated in cooperation with or with the participation of third parties that wineLAIR believes will enhance the benefits of wineLAIR membership. Notwithstanding the preceding sentence, if wineLAIR sells all or substantially all of its business or assets to a third party, wineLAIR may include its membership lists and membership databases among the assets sold assets.

11.2. For the security of wineLAIR's members, member guests, and guest users, as well as for the security of member property stored on wineLAIR premises and of wineLAIR property, wineLAIR employs video monitoring systems on and about its premises. Entry onto wineLAIR premises constitutes consent to wineLAIR's use and maintenance of such video monitoring systems, including but not limited to storage of still and motion images, as determined reasonable and advisable by wineLAIR and its security advisers. In appropriate circumstances, wineLAIR may make information recorded by its video monitoring systems available to law enforcement authorities, its insurance carriers, and others who have a legitimate need for access. Except in such cases, wineLAIR will maintain the information recorded by its video monitoring systems confidentially, and will use the information only for the purposes of enhancing security or evaluating incidents of illegal activity, injury, or damage.

12. Amending the Terms or Fee Schedule

12.1. wineLAIR may supplement, delete, correct, revise, clarify modify or otherwise amend the Terms from time to time in its sole discretion.

12.2. wineLAIR may amend the Fee Schedule not more frequently than once each calendar year. Subject to the preceding sentence, wineLAIR may implement (a) increases in the rate of Annual Dues of up to 3% over the rate prevailing for the previous annual period without prior notice, and (b) any other changes to the Fee Schedule (including but not limited to increases in the rate of Annual Dues of more than 3%) in accordance with Section 12.3.

12.3. An amended version of the Terms or an amendment to the Fee Schedule described by Section 12.2(b) will become effective 30 days after it has been posted at the Member Portal.

13. Dispute Resolution

Member shall assure that Member Card Holders and Member Guests are aware of and agree to comply with the Member responsibilities set forth in this Section 13.

13.1. Each Member Card Holder and Member Guest agrees to negotiate in good faith to resolve any dispute, claim or other disagreement concerning the rights, obligations or remedies between Member Card Holder or Member Guest and wineLAIR in any way arising out of, contemplated by, or otherwise related to the Agreement (including these Terms) (each a "**Dispute**"). The negotiation period begins when the Member Card Holder, Member Guest, or wineLAIR, as applicable, receives written notice of the Dispute from the Member Card Holder, Member Guest, or wineLAIR, as applicable.

13.2. If the Member Card Holder or Member Guest and wineLAIR cannot resolve the Dispute within 30 days after receipt of the written notice of Dispute under Section 13.1 above, they shall retain a mutually acceptable arbitrator with experience dealing with disputes in the nature of the Dispute within 10 additional days (acceptance not to be withheld unreasonably). If the Member Card Holder or Member Guest and wineLAIR do not timely agree on a single arbitrator, each side shall each retain an arbitrator within 10 additional days and those 2 arbitrators shall select a third arbitrator. The 3 arbitrators shall together arbitrate the Dispute. If either the Member Card Holder or Member

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Guest or wineLAIR fails to appoint an arbitrator, the arbitrator appointed by the other party shall be the sole arbitrator. Within 15 days after retaining the arbitrator(s), the arbitrator(s) shall set a schedule and each side shall present its position to the arbitrators. Within fifteen days after such presentation, the arbitrator(s) shall advise the parties in writing of the decision. The arbitrator('s/s') decision will be binding on the Member Card Holder or Member Guest and wineLAIR. The fees and expenses of the arbitrator(s) or such single arbitration may be borne equally by the parties or as awarded by the arbitrator(s).

13.3. Notwithstanding the foregoing, wineLAIR shall have the right to collect, through a court proceeding, any amounts owed to wineLAIR on Member's Member Account or other amount owing as a result of loss or destruction of wineLAIR property or injury caused to any party by any Member Card Holder or Member Guest.

14. Liability

14.1. Member acknowledges and agrees that Member shall be responsible for any injury to any Member Card Holder, Member Guest, other member or Guest User, or the guest of any other member or Guest User, or any employee, representative or agent of wineLAIR, and for any damage to any property of any of those persons, at least to the extent that the injury or damage is a direct or indirect result of any act or omission of any Member Card Holder or Member Guest while on wineLAIR premises. Member agrees to indemnify, defend, and hold harmless wineLAIR, its managers, members, employees, agents, representatives, successors and assigns from and against claims of any kind made by any person in connection with such an injury or damage.

14.2. While wineLAIR takes pride in the care and quality put into designing, constructing and maintaining its facilities for the safe storage of wines and comfort of its members and their guests, and in the level of service it provides wineLAIR Club patrons, wineLAIR makes its facilities available for the enjoyment of Member Card Holders and all guests strictly AS-IS. MEMBER CARD HOLDERS AND MEMBER GUESTS ASSUME ALL RISK RELATING TO ITEMS STORED BY MEMBER CARD HOLDERS ON WINELAIR PREMISES, INCLUDING BUT NOT LIMITED TO WINE, LIQUOR, TOBACCO, AND RELATED ACCESSORIES, AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, MEMBER CARD HOLDERS AND MEMBER GUESTS WAIVE AND RELEASE ANY CLAIM OR CONTINGENT CLAIM ANY MEMBER CARD HOLDER OR MEMBER GUEST HAS OR THAT MAY OTHERWISE ACCRUE TO OR BE ACQUIRED BY A MEMBER CARD HOLDER OR MEMBER GUEST IN THE FUTURE, ARISING OUT OF OR OTHERWISE RELATING IN WHOLE OR PART TO WINELAIR'S SERVICES OR ANY ITEMS PURCHASED FROM OR THROUGH WINELAIR OR POSTED TO MEMBER'S MEMBER ACCOUNT, INCLUDING BUT NOT LIMITED TO CLAIMS SOUNDING IN NEGLIGENCE OR GROSS NEGLIGENCE, WHETHER SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OR GROSS NEGLIGENCE. WITHOUT LIMITING THE SCOPE OF THE FOREGOING, WINELAIR'S DISCLAIMER AND MEMBER CARD HOLDERS' AND MEMBER GUESTS' WAIVER AND RELEASE INCLUDE EVERY CLAIM RELATED TO OR ARISING FROM DESIGN, CONSTRUCTION, MATERIALS, OR MAINTENANCE OF LOCKERS, MEMBER AMENITIES, OR OTHER WINELAIR FACILITIES; GLASSWARE OR OTHER SERVICEWARE; OR PERFORMANCE OF WINELAIR SERVICES.

14.3. In no event will wineLAIR's liability to Member in connection in any way with Member's Agreement (including these Terms), or any Member Card Holder's or Member Guest's use of any Club *exceed the sum of \$25,000.00*.

14.4. wineLAIR shall have no liability for failure to perform any of its responsibilities to Member Card Holders when the failure is caused by the occurrence of any force majeure event, such as but not limited to events beyond the reasonable ability of wineLAIR to control (e.g., war, riots, Internet or www disruptions, changes in law, loss of power, fires, floods, extreme weather events, other acts of nature).

14.5. Member understands that insurance coverages carried by wineLAIR (see General manager for coverage limits) may not cover all casualties that may affect property stored in Member's Locker(s) and may not cover the full value of property stored in Member's Locker(s), and that wineLAIR strongly recommends that Member confer with Member's insurance agent on the availability and advisability of purchasing Member's own insurance coverage for the contents of Member's Locker(s), and that Member obtain and maintain, for Member's own account and at Member's own cost, such insurance coverages relating to property stored in Member's Locker(s) as Member and Member's insurance advisers deem appropriate.

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15. Termination

15.1. wineLAIR may, in its discretion, terminate the membership of any person whose failure to comply with any provision of the Terms, may compromise operation of any Club in full compliance with applicable laws or in keeping with the Club's rules and standards, or interfere substantially with the reasonable enjoyment of a Club by any other member or guest. Initiation Fees and Annual Dues are non-refundable.

15.2. On termination of Member's membership, Member shall return to wineLAIR all issued Member Cards and Locker keys and vacate all Lockers assigned to Member.

15.3. If Member fails to vacate Member's Locker(s), wineLAIR will hold the contents for Member's pick up for a period of 90 days, after which, if the contents have not been picked up by Member, the contents will be deemed abandoned to wineLAIR for disposition as wineLAIR may determine is appropriate.