



TERMS OF USE

Welcome to FringeCollectiveWines.com

1. User's Acknowledgment and Acceptance of Terms

The Fringe Collective (referred to as “us”, “we” or “Fringe Collective”) provides the Fringe Collective site and various related services (together referred to as this “site”) subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the “Terms of Use”), as well as any other written agreement between us. In addition, when using particular services or materials on this site, users shall be subject to any posted guidelines or rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

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To use this site, you must be 21 years of age or older, the legal drinking age in the United States, or of legal drinking age in the country from which you are accessing the site. If you are not of legal drinking age, please exit this site immediately.

3. Description of Services

We may make various services available on this site including, but not limited to, information about our wine, e-commerce for purchase of our wine. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

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You understand and agree that the services available on this site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

4. Conduct on Site

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the contents of your communications through the site.

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You acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

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This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

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3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
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14. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

15. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the State of California, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this site both of us agree that the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Mendocino County and the United States District Court for the Northern District of California with respect to such matters.

16. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to the attention of Customer Service at info@fringecollectivewines.com, if by e-mail, or at Fringe Collective, 12901 Old River Rd., Hopland, CA 95449, if by conventional mail. Notices to you may be sent either to an e-mail address or address supplied by you for your account or registration. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

17. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

18. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

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In addition to any excuse provided by applicable law, we shall be excused from liability for nondelivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

19. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Fringe Collective, located at 12901 Old River Road, Hopland, CA 95449. Our telephone number is (707) 744-1250. If you are a California resident, you may have this same information e-mailed to you by sending a letter to the foregoing address with your e-mail address and a request for this information. If you notice that any user is violating these Terms of Use, please contact us at info@fringecollectivewines.com.