

FETZER VINEYARDS®

— ESTD. IN 1968 —

Terms of Use

Updated: 20 May 2021

Prior version 17 September 2019

1. User's Acknowledgment and Acceptance of Terms

Fetzer Vineyards (referred to as “us”, “we”, “Company” or “Fetzer”) provides the Fetzer websites 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. **Please read these Terms of Use carefully before using this Site.** This Site is owned or controlled by Fetzer. This Site is intended for and applicable only for residents of the United States, age 21 or older. **If you are from another jurisdiction or under twenty-one (21) years of age, you may not use this Site.** By accessing this Site in any way, including, without limitation, browsing this Site, using any information, and/or submitting information to Fetzer, you agree to and are bound by the terms, conditions, policies and notices contained in these Terms of Use, including, but not limited to, **binding arbitration**, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of California law. 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. **IF YOU DO NOT AGREE TO THESE TERMS OR YOU ARE YOUNGER THAN TWENTY-ONE (21) YEARS OLD, DO NOT USE THIS WEBSITE.**

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our “Affiliates” include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

On certain areas of our Site, you may be given the ability to provide us with personally identifiable information. Please read our [Privacy Policy](#) for more information about our information collection and use practices.

FETZER VINEYARDS®

— ESTD. IN 1968 —

2. 21 Years of Age or Older

YOU MUST BE OF LEGAL DRINKING AGE TO USE THIS SITE. IF YOU ARE NOT OF LEGAL DRINKING AGE, DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR IF YOU LIVE IN A COUNTRY WHERE CONSUMPTION OF ALCOHOLIC BEVERAGES IS NOT PERMITTED, DO NOT USE THIS SITE.

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).

From time to time we may update this Site and these Terms. 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, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Company will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated for any reason. 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.

You understand and agree that temporary interruptions of the services available through this Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

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. In order to use certain features of the Site, you may need to create an account (“User Account”). If the Site requires you to create a User Account, you may not use another User’s Account without permission.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the Site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services or other interactive services that may be available on or through this Site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content

FETZER VINEYARDS®

— ESTD. IN 1968 —

posted on this Site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

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.

Accounts, Passwords, and Security

Certain areas of the Site require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site, or any features at all.

If the Site requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a password. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

Use of Credit Card and Online Purchases

Through the Site, you may be able to order and/or pay for products and services. If you wish to purchase products or services made available through the Site, you will be asked to supply certain information relevant to your transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information if applicable. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant us or the third party collecting that information on your behalf the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

FETZER VINEYARDS®

— ESTD. IN 1968 —

You represent and warrant that you have the legal right to use any credit or debit card or other payment method utilized in connection with any transaction. By submitting such information, you grant to Company and/or any third-party payment processors or order fulfillment vendors the right to provide and transmit such information for purposes of facilitating the completion of transactions initiated by you or on your behalf.

All descriptions, images, features, specifications, products, and prices of products or services are subject to change at any time without notice. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available. We reserve the right, with or without prior notice, to do any one or more of the following for any reason: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar you from making or completing any or all transactions; and (iv) refuse to provide you with any product or service. You agree to pay all charges incurred by you, on your behalf, or by your account through the Site, at the price in effect when such charges are incurred. You are solely responsible for any taxes applicable to your transaction.

We do not offer refunds or returns on items, products, or services purchased through the Site. We do our best to describe every item, product or service offered on the Site as accurately as possible. However, we do not warrant or guarantee that product descriptions, specifications, or pricing on our Site is complete, accurate, reliable, current or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, we shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other payment account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply.

You understand and agree that you are charged at the time you place your order for products or services. You further understand and agree that the transaction for the purchase of products or services is final and complete at the time you are charged. Once an order is placed, changes cannot be made to the order except in our sole discretion.

THE RISK OF LOSS SHALL PASS TO YOU AS SOON AS YOUR ORDER IS DELIVERED TO THE DELIVERY ADDRESS INDICATED DURING THE CHECKOUT PROCESS. IT IS YOUR SOLE RESPONSIBILITY TO PROVIDE A SAFE AND CORRECT SHIPPING ADDRESS ACCESSIBLE TO COMMON CARRIERS. YOU HEREBY RELEASE US FROM ANY AND ALL LIABILITY IN THE EVENT YOU (A) PROVIDE AN INCORRECT DELIVERY ADDRESS DURING THE CHECKOUT PROCESS AND/OR (B) FAIL TO COLLECT THE MERCHANDISE FROM THE DELIVERY ADDRESS YOU PROVIDE DURING THE CHECKOUT PROCESS.

5. Third Party Sites and Information

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

FETZER VINEYARDS®

— ESTD. IN 1968 —

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.

6. Intellectual Property Information and Company Content

Copyright © 2019 Fetzer Vineyards, Hopland, California. All Rights Reserved.

For purposes of these Terms of Use, “content” is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. Content on this Site that is provided by Company or its licensors, including certain graphics, photographs, images, screen shots, text, articles, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing (“Company Content”) is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Fetzer and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that your use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See “Use of Your Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Fetzer or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of Fetzer or its Affiliates.

7. Website Accessibility

We are committed to providing a website that is accessible to the widest possible audience, regardless of circumstance and ability.

This website adheres to the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) at the AA level. The WCAG 2.1 guidelines explain how to make web content accessible to people with a wide array of disabilities and are aimed at ensuring websites are accessible to everyone including individuals with motor or visual impairments, cognitive disabilities, and more.

FETZER VINEYARDS®

— ESTD. IN 1968 —

We utilize various technologies that are meant to make this website as accessible as possible at all times, however, despite our very best efforts there may still be pages or sections that are not fully accessible, are in the process of becoming accessible, or are lacking an adequate technological solution to make them accessible. We are continually improving our accessibility, adding, updating, and improving its options and features, and developing and adopting new technologies.

8. Use of Your Material

Subject to our [Privacy Policy](#), any communication or material that you transmit to this site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a nonexclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this Site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
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;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Fetzer Vineyards
Attn: Legal Department
PO Box 611
12901 Old River Road

FETZER VINEYARDS®

— ESTD. IN 1968 —

Hopland, CA 95449

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

You are responsible for User-Generated Content (UGC) and Submitted Ideas that you upload, link to, or otherwise make available on this Site. Under no circumstances will we be liable in any way for any UGC or Submitted Ideas.

This means that you, not Fetzer, are entirely responsible for all UGC and Submitted Ideas that you post and that you can be held personally liable for, comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the UGC or Submitted Ideas you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the UGC and Submitted Ideas posted on or through the Site, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that UGC or Submitted Ideas. You also agree and understand that by accessing this Site, you may encounter UGC or Submitted Ideas that you may consider to be objectionable. We have no responsibility for any UGC or Submitted Ideas, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any UGC or Submitted Ideas posted, emailed, transmitted or otherwise made available on or through this Site. The UGC and Submitted Ideas posted on or through this Site expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of Company or any person or entity associated with Company.

You own UGC, but we may use it. You own the copyright in any original UGC you post. We do not claim any copyrights in UGC. However, by using this Site you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferrable license (with the right to sublicense through unlimited levels of sublicenses), to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize UGC you post in any and all mediator form of communication whether now existing or hereafter developed, without obtaining additional consent, without restrictions, notification, or attribution, and without compensating you in any way and to authorize others to do the same. For this reason, we ask that you not post any UGC that you do not wish to license to us.

All Submitted Ideas you provide to us through this Site will become and remain our exclusive property. Your submission of Submitted Ideas will constitute an assignment to us of all worldwide rights, title and interests in your Submitted Ideas, including all copyrights and other intellectual property rights in your Submitted Ideas. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Submitted Ideas you submit for any purpose whatsoever, without restriction and without compensating you

FETZER VINEYARDS®

— ESTD. IN 1968 —

in any way. For this reason, we ask that you not send us any Submitted Ideas that you do not wish to assign to us. Further you understand and acknowledge that Company employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your Submitted Ideas and that we are only willing to consider your Submitted Ideas on these terms. You acknowledge and agree that we assume no obligation of confidentiality or nondisclosure, express or implied, by considering your Submitted Ideas. If you submit Submitted Ideas using functionality on this Site that allows you to make it publicly available, you agree that it will comply with the restrictions that apply to User-Generated Content, listed below.

We may disclose and/or remove User-Generated Content or Submitted Ideas. Company has certain rights. We have the right (but do not assume the obligation) to:

- Monitor all UGC and Submitted Ideas;
- Require that you avoid certain subjects;
- Remove or block any UGC or Submitted Ideas at any time without notice at our sole and absolute discretion;
- Disclose any UGC or Submitted Ideas and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of Company or others, or to enforce these Terms of Use; and
- Terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of UGC and that you will retain ownership thereof as described above.

Restrictions on User-Generated Content and Submitted Ideas. It is a condition of these Terms of Use that you do not upload, post, transmit or otherwise make available:

- Any UGC or Submitted Ideas that are unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- Any UGC or Submitted Ideas that constitute or encourage activity that is illegal under criminal or civil law;
- Any UGC or Submitted Ideas that are false, misleading, or fraudulent;
- Any UGC or Submitted Ideas that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Any UGC or Submitted Ideas that violate or infringe upon the rights of others, including UGC or Submitted Ideas which violate the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- Any UGC or Submitted Ideas that contain the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;

FETZER VINEYARDS®

— ESTD. IN 1968 —

- Any request for or solicitation of any personal or private information from any individual;
- Any request for or solicitation of money, goods, or services for private gain;
- Any material that contains software viruses or any other computer code, files or program designed to interrupt, destroy or limit the functionality or any computer software or hardware or telecommunications equipment; or
- Any UGC or Submitted Ideas that contain advertising, promotions or marketing, or which otherwise has a commercial purpose;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- Violate any local, state, national or international law, rule or regulation.

By posting User-Generated Content or Submitted Ideas, you represent and warrant that (i) you own or otherwise control all of the rights to the UGC or Submitted Ideas and have the right to grant the license set forth in these Terms of Use; (ii) the UGC or Submitted Ideas are accurate, and (iii) you have read and understood – and your UGC or Submitted Ideas fully complies with – these Terms of Use and applicable laws and will not cause injury to any person or entity. By posting User-Generated Content or Submitted Ideas, you acknowledge that you have no expectation of privacy in relation to same.

9. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

FETZER VINEYARDS®

— ESTD. IN 1968 —

The Internet may be subject to breaches of security. Company is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure and you should consider this before e-mailing Company any information or posing information to the Site. Company makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

Through your use of the site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through this site may represent the opinions and judgments of an information provider, Site user, or other person or entity not connected with Fetzer. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Fetzer spokesperson speaking in his/her official capacity.

Third Party Websites, Applications, and Services

This Site may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers ("**Third-Party Services**"). Third-Party Services are not maintained by or related to Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or Company, and Company makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. Company is not responsible for the availability of such Third-Party Services and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Information you submit through a Third-Party Service is subject to the terms of that Third-Party Service's privacy policy, and Company has no control over how your information is collected, used, or otherwise handled. Users who utilize Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on servers and/or applications located in the United States and elsewhere. You understand and

FETZER VINEYARDS®

— ESTD. IN 1968 —

agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

United States Only

By using the Site, you agree and acknowledge that the Site is hosted in the United States and that data collected through the Site will be stored and processed in the United States. Please be advised that through your continued use of this Site, which is governed by U.S. law, these Terms, and our [Privacy Policy](#), you are transferring your personal information to the United States, and you consent to (a) such transfer, (b) the application of the laws of the United States and/or the State of California with respect to any dispute arising from or related to the [Privacy Policy](#) and/or your use of the Site, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the United States or the State of California, and (c) the exclusive jurisdiction of the courts of the United States and the State of California.

Arbitration Agreement, Class Action Waiver and Jury Waiver

Mandatory Binding Arbitration

The parties to these Terms agree that final and binding arbitration on an individual basis shall be the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of our service, this Site or these Terms. The parties hereto acknowledge and agree that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms (despite any other choice of law provision).

Any controversy or claim arising out of your use of the Site, these Terms, and/or our [Privacy Policy](#) shall be settled by binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to www.jamsadr.com to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. Disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any

FETZER VINEYARDS®

— ESTD. IN 1968 —

preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction WITHOUT A JURY and not in arbitration.

Waiver of Rights, Including to Trial by Jury

By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. BOTH PARTIES FURTHER AGREE THAT, WHETHER A CLAIM WILL BE RESOLVED IN ARBITRATION OR IN COURT, THE PARTIES BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.

10. Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

Title to, and ownership of, all alcoholic beverages passes from us to the purchaser, in the State the alcoholic beverage is purchased, and it is the purchaser's sole responsibility to ship and/or arrange for shipping from our store/warehouse to his/her home State. By arranging for transportation or shipping of any alcoholic beverage under your instructions, we are providing a service to, and acting on behalf of you, or the purchaser if another party. By having us arrange the shipping on your behalf, you are also representing that you are acting in a fashion compliant with the laws and regulations of your State, municipality and any others that apply to you regarding the purchase, shipping, transportation and delivery of alcoholic beverages, including, without limitation, wine. You affirm and represent that you have obtained any and all required permission or consent, paid any required fees, and are working through properly licensed intermediaries where required, and you, or the purchaser or other intended or actual recipient, is legally entitled to receive and take possession of alcoholic beverages, is legally entitled to the quantities ordered and delivered and once again represents that he/she is 21 years of age or older.

11. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or

FETZER VINEYARDS®

— ESTD. IN 1968 —

misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. International Use

Although this Site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

14. Export

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. User agrees to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from Fetzer.com to either a foreign national or a foreign destination in violation of such laws.

15. 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.

16. 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

FETZER VINEYARDS®

— ESTD. IN 1968 —

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.

17. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to Fetzer Vineyards must be sent to:

If by e-mail: Fetzer Vineyards Legal Department at FetzerLegal@fetzer.com

If by conventional mail: Fetzer Vineyards
Attn: Legal Department
PO Box 611
12901 Old River Road
Hopland, CA 95449

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.

18. 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.

19. 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 with 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.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes, any portion of this Site.

FETZER VINEYARDS®

— ESTD. IN 1968 —

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, riot, terrorism, 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.

20. Contact Information

Except as explicitly noted, the services available through this Site are offered by Fetzer Vineyards, located at PO Box 611, 12901 Old River Road, Hopland, CA 95449. If you notice that any user is violating these Terms of Use, please contact us at FetzerLegal@fetzer.com.