

Woman-Owned Wineries (WOW)

Wine Sales & Wine Club Terms & Conditions

Last Updated August 31, 2018

The following Terms and Conditions offer a legal platform for the business conducted with Woman-Owned Wineries, LLC.

This legally binding document outlines the work of Woman-Owned Wineries, LLC, its affiliates, and its and respective parents and subsidiaries (individually and collectively, "Company," "we," "our" or "us"), and governs access to and use of the URL, www.wowsonoma.com (the "Site") and other Woman-Owned Wineries websites, social media pages, accounts, and mobile applications owned by or licensed to us (collectively, the "Sites"), any order placed through the Site and, as applicable, use of the products purchased. Through use of the Site, we provide an opportunity to buy wine from Licensed Retailers in their respective states (collectively the "Wine Services"). The sale and delivery of wine orders purchased will be winery-direct sales fulfilled by third-party entities.

MINIMUM AGE REQUIREMENT

Users represent and warrant that they are at least twenty-one (21) years of age. In no event shall any customer use the Sites, the Wine Services, register for a wine club membership, make a purchase or purchase a gift for someone else if under the age of 21, nor do any of the foregoing activities for the benefit, or on behalf, of any person under the age of 21.

Woman-Owned Wineries may refuse to register any person, or service any order at any time, in our sole discretion. By using the Sites, including, without limitation, by

participating in the Wine Services, all Users hereby agree to the terms and conditions set forth below (the "Terms and Conditions").

SALE OF ALCOHOLIC BEVERAGES

Woman-Owned Wineries is a marketer and service provider that enables Users to purchase wine and related products from Licensed Retailers, and to participate in the Wine Services and/or any other product offers offered on the Sites. By using the Sites, Users acknowledge that all orders of wine and related products placed through the therein are processed and fulfilled by such Licensed Retailers, as the actual sellers of wine, and not by us. Any wine purchased through the Sites from Licensed Retailers must be for personal consumption only and not for resale.

ACCOUNT REGISTRATION

Users will be asked to provide personally identifiable information such as name, address, phone number, shipping address, email address, date of birth, and payment information (collectively, the "PII") as well as a password in order to make a purchase and create a personal account (an "Account").

Users are responsible for, and agree to pay promptly, all charges to Account. Users represent and warrant that all PII provided in connection with registering Account is complete, accurate and non-fraudulent, and that Users are authorized to use the method of payment provided in connection with Wine Services. Woman-Owned Wineries reserves the right to contact the service provider of payment method to conduct periodic security checks. Users agree to review and update Account as and when necessary to maintain the most current PII.

ORDERS

Upon ordering, Users will be asked to create an Account. Woman-Owned Wineries and/or the Licensed Retailer have the right to refuse orders should they not comply with the law or for any other reason, and User payment will not be processed for such orders.

CLUB MEMBERSHIP

Users will have the opportunity to join the wine club that we market and service (the "Club Membership," "Membership" or "Club") by following the instructions on the applicable Site or promotional communication. Club Members will receive wine shipped directly on a regular basis, and the credit card or payment method provided will be billed on a regular recurring basis prior to each shipment. There is no membership fee for the Club, and all orders are subject to approval.

Club Members acknowledge and agree that Memberships are subject to recurring billing whereby the method of payment linked to Account will be automatically charged prior to each shipment on a recurring basis until cancellation. Club Members will be notified by email in advance of each regular shipment. In the event that product pricing changes, Woman-Owned Wineries will notify Club Members in advance and offer opportunity to cancel Club Membership prior to being charged. Woman-Owned Wineries may cancel the Wine Services and/or the Club at any time, in which event Club Member will no longer receive shipments from us and the credit card will no longer be billed.

GIFTS

Users may also purchase wine or a Club Membership as a gift for someone else. Gift recipient must be at least 21 years old. Recipients will receive wine selected by Users, and User's credit card will be billed at the time of purchase and/or on a recurring

basis, as stated at the time of purchase. Recipient will not be notified of upcoming shipments unless User provide their email address in their Account.

REFERRAL PROGRAM

Club Members may choose to participate in our referral program (the "Referral Program"). For each Qualified Referral generated, Club Members will receive a voucher applicable toward one bottle of wine. A Qualified Referral is created when a referral joins the Woman-Owned Wineries club and makes their first purchase. Participants must be 21 years of age or older. Vouchers are valid for one-time use only. Limit two per household. Woman-Owned Wineries reserves the right to terminate this Referral Program at any time for any reason. Club Members may not participate in the Referral Program where doing so would be prohibited by any applicable law or regulations. We may modify or amend the terms of the Referral Program and the amounts and methods through which credits or vouchers may be earned at any time. Quantities are limited. Void where prohibited by law.

PAYMENT

Club Members' credit or debit card will be charged for club purchases at an indicated time each month. Woman-Owned Wineries will not process orders that attempt to use an incorrect, expired, or over-the-limit credit card. However, in the event such an order is processed, we reserve the right to collect funds for any uncollected transactions owed to us. If you fail to pay any fees or charges when due or if a redelivery fee or restocking fee is imposed, we may charge such amount directly to the credit card identified in User Account and may suspend or terminate your Membership. User shall be responsible and liable for any fees, including attorneys' fees and collection costs, that we may incur in our efforts to collect any unpaid balances from you. User's right to use

the Wine Services is subject to limits established by us and/or by User's credit card issuer.

SHIPPING & DELIVERIES

Shipments will be scheduled on a monthly basis at a previously announced date. Wine will generally be delivered within 3 – 5 business days. However, we ask Consumers to allow up to 10 – 14 business days to receive wine shipments. In the case of inclement weather or unforeseen delivery complications, it may be necessary to make adjustments to delivery schedule and we may delay delivery to avoid extremely hot or cold weather that may damage purchase. If there will be a significant delay, a customer service representative or representative from the Licensed Retailer or common carrier may call or email you to relay status of delivery. We will deliver orders as quickly as possible when the conditions permit. If the delivery address Consumer designates is located in an area that does not permit the delivery of alcoholic beverages we will ask for an alternate, permissible delivery address. All wine shipments require the signature of an adult over the age of 21 with valid photo ID at the time of delivery. By signing for the package, recipient is certifying they are at least 21 years of age. Any misrepresentation to the courier is unlawful, and any violation will be prosecuted to the fullest extent of the law. Please note that shipments will not be left without a valid signature, and we are not able to ship to a post office box. If no authorized adult is available to sign for deliveries during the day after multiple delivery attempts, shipment will be returned as undeliverable. We recommend the use of a business address to ensure prompt delivery. Title to such wine and related products, and the risk of loss, passes from the applicable Licensed Retailer to recipient upon the shipment of order by the applicable Licensed Retailer. The terms and cost of shipment may vary from order to order. Recipient will be notified at the time of purchase as to the applicable shipping charges (if any) and taxes, which recipient will be responsible for paying. The Licensed Retailers we work with do not ship to states, counties or cities where shipping wine is prohibited by law. The

remittance of any and all federal, state, sales, use and excise taxes to the applicable state authority will be made by the applicable Licensed Retailer related to such wine orders. Product availability and limitations on orders vary by state.

REPLACEMENT ORDERS & RETURNS

In the event that wine is damaged in transit, is incorrect, or Club Member is not satisfied for any reason, please contact Woman-Owned Wineries at wow@wowsonoma.com and we will use good faith efforts to correct the matter.

PROMOTIONAL EMAILS

Users who register an Account or make a purchase through the Site agree to receive transactional and promotional emails from us. These emails may include, but are not limited to, tasting notes or recipes, promotional offers, subscription information or other offers. We will never rent, sell or share email addresses with other companies.

MODIFICATION

We may modify these Terms and Conditions at any time, at our sole discretion, without specific notice to User provided, however, that (a) any amendment or modification to the provisions applicable to dispute resolution shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions shall not apply to any charges incurred prior to the applicable amendment or modification (as the Terms and Conditions in effect at the time of the subject dispute or incurred changes shall govern, as applicable). The latest version of these Terms and Conditions will be posted to the Site, and User should review these Terms and Conditions prior to using the Sites. User

will not be eligible for any compensation because User cannot use any part of the Sites or because of a failure, suspension or withdrawal of all or part of the Sites.

ACCEPTABLE USE POLICY

Consumers are solely responsible for conduct in connection with the Sites and for any and all acts and omissions that occur under Account or password. In connection with use of the Sites, Users further agree not to engage in any of the following prohibited activities: (a) create an Account or make any purchase if under twenty-one (21) years of age; (b) interfere with or inhibit the use of the Sites by other users; (c) use the Sites for commercial purposes; (d) create an Account using a false identity, alter-ego, by impersonating a third party, or creating any other false account; (e) interfere with, disrupt or attempt to gain unauthorized access to other Accounts on the Sites or any other computer network; (f) copy, reverse engineer, or attempt to derive the source code of any part of the Sites; (g) post any comment or product review on the Sites or Social Media Pages that is private, libelous, harassing, abusive, obscene, vulgar, sexually explicit, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or is unrelated to our products or services or is clearly false or misleading; (h) disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property of any person; (i) disseminate or transmit viruses, Trojan Horses, or any other malicious code or program; or (j) use the Sites in a manner or engage in any other activity that would violate any of the terms and conditions contained in these Terms and Conditions or any applicable laws. Violation of the foregoing restrictions will result in immediate termination of User Account, and may potentially subject User to further liability. We may investigate any reported violation of these Terms and Conditions and take any action that we deem appropriate. Such action may include, but is not limited to, issuing warnings, closing User Account, suspending future shipments

under Membership or Gift purchase, unilaterally removing posted content and/or reporting any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

LIMITED LICENSE

Woman-Owned Wineries grants Consumers the limited right to access and make use of the Sites as a user. The Sites, including, without limitation, all text, graphics, images, logos, software, trademarks, service marks and trade names incorporated in the Sites (the "Content") are owned by or licensed to us. Facebook® is a registered trademark of Facebook, Inc. ("Facebook"). Twitter® is a registered trademark of Twitter, Inc. ("Twitter"). Please be advised that we are not in any way affiliated with Facebook or Twitter, and the offerings on this Site are not endorsed, administered or sponsored by any of those parties.

Unless authorized in writing and in advance by us or the applicable rights holder, no user may sell, reproduce, copy, distribute, modify, display, publicly perform or otherwise exploit the Content for any public or commercial purpose. No provisions of these Terms and Conditions shall be construed to convey any property right in or license to the Content unless expressly provided to the contrary.

THIRD-PARTY SERVICERS

Users may have contact or other interaction with third parties by clicking third-party links on our Sites and being directed to third-party websites (the "Third-Party Servicers"). User acknowledge sand agrees to proceed at their own risk and any such Third-Party Servicers are not under our control. We shall be in no way responsible or liable for any acts, omissions, breaches, representations or warranties made by any such Third-Party Servicers, or for any losses, injuries, or other damages User incurs in

connection with contact or other interaction with them, including the content on, or the privacy practices of, such Third-Party Servicers. If User visit the website of, or submits information to, any Third-Party Servicer, that visit and any information submitted are governed by the privacy statement of that Third-Party Servicer. We encourage Users to carefully read the privacy statements of any website.

DISCLAIMER

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USERS ALSO HEREBY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, IF APPLICABLE, WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS FOR WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM AT SUCH TIME, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

ERRORS AND INACCURACIES

Woman-Owned Wineries strives to provide complete, accurate, up-to-date information on our Sites. Unfortunately, despite those efforts, human or technological errors may occur. For example, our Sites may contain typographical errors, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information

may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions, including after an order has been submitted, and to change or update information at any time without prior notice. In addition, Users acknowledge that the particular technical specifications and settings of User's computer and its display could affect the accuracy of its display of the colors and look of products offered on the Sites.

UNLAWFUL ACTIVITY

Woman-Owned Wineries reserves the right to investigate complaints we may receive in connection with use of the Sites, Accounts, or placement of orders of wine, Club Memberships or gifts. Without limiting the generality of the foregoing, we may report any suspected illegal activity to law enforcement officials and regulatory bodies, and in doing so, may disclose any relevant information to such officials and/or regulators, including, without limitation, PII, IP address(es), and Sites usage history.

INDEMNIFICATION

Users agree to indemnify, defend and hold the Company and its employees, officers, members, directors, agents, representatives, affiliates, service partners, Licensed Retailers, licensors, successors and assigns harmless from and against any losses, costs, liabilities, settlements, fines, payments or damages (including reasonable attorneys' fees and costs) resulting from any claim, suit or proceeding, threatened or otherwise, at law or in equity made or brought against us, and caused by, arising out of, resulting from, or in any way attributable to: (i) use of the Sites; (ii) anything posted to the Sites; (iii) violation of these Terms and Conditions; (iv) violation of the rights of any third parties; and/or (v) use of the Sites or your Account by any other person accessing the Sites using User's computer or Internet access account.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH USER USE OF OR INABILITY TO USE THE SITES, USER PLACEMENT OR DELIVERY OF ORDERS OF WINE, CLUB MEMBERSHIPS OR GIFTS, OR USER USE OF THE PRODUCTS OR SERVICES OFFERED THROUGH THE SITES EVEN IF THE COMPANY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

GOVERNING LAW

These Terms and Conditions and all issues collateral thereto shall be governed and construed in accordance with the laws of the State of California pertaining to contracts made and to be performed entirely therein and without regard to its conflict of laws principles.

FORCE MAJEURE

Neither the Company nor any service provider, including but not limited to Licensed Retailers, service partners, local fulfillment retailers, licensors, licensees, officers, directors, members, agents, employees, representatives or affiliates, shall be liable for performance of its obligations under these Terms and Conditions if it is prevented or delayed from performing such obligations as a result of (i) any provision of any present or future law or regulation of any state or of the United States, (ii) any act of God, war, civil unrest, or emergency condition, (iii) the unavailability, failure or interruption of the Internet; or (iv) any other circumstances beyond the reasonable control of the Company or its service providers including but not limited to Licensed Retailers, service partners, local fulfillment retailers, licensors, licensees, officers, directors, members, agents, employees, representatives or affiliates.

WAIVER

Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

SEVERABILITY

In the event that any provision of these Terms and Conditions is declared void or unenforceable, such provision shall be deemed severed from these Terms and Conditions, and these Terms and Conditions shall otherwise remain in full force and effect unless its purpose cannot be affected absent the severed provision.