

The following Terms of Use outline your obligations when using the Sonoma County Vintners website. You can also review our [Privacy Policy](#), which outlines our obligations and practices towards handling any personal information that you may provide to us.

### **1. ACCEPTANCE OF TERMS**

The web pages available at Sonoma County Vintners.com, and all linked pages ("Site"), are owned and operated by Sonoma County Vintners, Inc. ("Sonoma County Vintners"), a Delaware corporation, and is accessed by you under the Terms of Use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING THIS SITE OR USING ANY PART OF THE SITE OR ANY CONTENT OR SERVICES (AS EACH IS DEFINED BELOW) ON THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS THE SITE OR USE THE CONTENT OR ANY SERVICES IN THE SITE. Sonoma County Vintners'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THESE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY Sonoma County Vintners, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

### **2. MODIFICATIONS OF TERMS OF USE**

Sonoma County Vintners reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, Sonoma County Vintners will notify you by posting an announcement on the Site. What constitutes a "material change" will be determined at Sonoma County Vintners's sole discretion, in good faith and using common sense and reasonable judgment. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

### **3. DESCRIPTION OF SERVICE**

Subject to full compliance with the Terms of Use, Sonoma County Vintners may offer to provide certain services and content, as described more fully on the Site, ("Services"). Services shall include, but not be limited to, any service and content Sonoma County Vintners performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services (including, but not limited to text, user comments, messages, information,

data, graphics, news articles, photographs, images, illustrations, software, audio clips and video clips, also known as the "Content"). Sonoma County Vintners may change, suspend or discontinue the Services including any Content for any reason, at any time, including the availability of any feature or content. Sonoma County Vintners may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

#### **4. YOUR REGISTRATION OBLIGATIONS**

As a condition to using Services, you are required to register with Sonoma County Vintners and select a password and screen name ("Sonoma County Vintners User ID"). You shall provide Sonoma County Vintners with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Sonoma County Vintners account. You may not (i) select or use as a Sonoma County Vintners User ID a name of another person with the intent to impersonate that person; (ii) use as a Sonoma County Vintners User ID a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a Sonoma County Vintners User ID a name that is otherwise offensive, vulgar or obscene. Sonoma County Vintners reserves the right to refuse registration of, or cancel a Sonoma County Vintners User ID in its discretion. You shall be responsible for maintaining the confidentiality of your Sonoma County Vintners password.

Services are available only to individuals who are at least 13 years old, whether acting on their own behalf or as an authorized employee or representative of a corporation or other business entity. If you do not so qualify, do not attempt to register for or use the Services.

#### **5. USER CONDUCT**

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Sonoma County Vintners.

By way of example, and not as a limitation, you agree not to use the Services:

1. to abuse, harass, threaten, impersonate or intimidate other Sonoma County Vintners users;
2. to post or transmit, or cause to be posted or transmitted, any Content that is infringing, libelous, defamatory, obscene, pornographic, abusive, offensive, profane, or otherwise violates any law or right of any third party;
3. for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content;

4. to post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Sonoma County Vintners user;
5. to create or submit unwanted email ("Spam") to any other Sonoma County Vintners users or any URL;
6. to violate any laws in your jurisdiction (including but not limited to copyright laws);
7. to submit stories or comments linking to affiliate programs, multi-level marketing schemes, sites/blogs repurposing existing stories (source hops), or off-topic content;
8. with the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iii) bypass any measures we may use to prevent or restrict access to the Site;
9. with the intention of artificially inflating or altering the 'Sonoma County Vintners count', comments, or any other Sonoma County Vintners service, including by way of creating separate user accounts for the purpose of artificially altering Sonoma County Vintners's services; giving or receiving money or other remuneration in exchange for votes; or participating in any other organized effort that in any way artificially alters the results of Sonoma County Vintners's services;
10. to advertise to, or solicit, any user to buy or sell any products or services. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
11. attempt to impersonate another user or person;
12. sell or otherwise transfer your profile.

IN ADDITION, YOU HEREBY AGREE THAT YOU SHALL NOT USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, BY "Sonoma County VintnersING" ANY CONTENT) ON BEHALF OF (OR PER THE REQUEST OR INSTRUCTION OF) ANY THIRD PARTY. FURTHERMORE, YOU SHALL NOT REQUEST THAT ANY THIRD PARTY, OR PAY OR OTHERWISE ATTEMPT TO INFLUENCE ANY THIRD TO, MANIPULATE OR OTHERWISE AFFECT THE SITE IN ANY MANNER (INCLUDING, WITHOUT LIMITATION, BY PAYING ANY OTHER USER TO "Sonoma County Vintners" ANY CONTENT).

Sonoma County Vintners may remove any Content and Sonoma County Vintners accounts at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all. To report Terms of Use abuse, please email: [abuse@Sonoma County Vintners.com](mailto:abuse@Sonoma County Vintners.com)

You are solely responsible for your interactions with other users of the Site. Sonoma County Vintners reserves the right, but has no obligation, to monitor disputes between you and other users.

## 6. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

By creating and posting Content to Sonoma County Vintners, you warrant that you own all rights to the Content, agree that the Content will be dedicated to the public domain under the Creative Commons Public Domain Dedication, available at <http://creativecommons.org/publicdomain/zero/1.0/> and that you will not object to the use of the Content by Sonoma County Vintners in any context. To clarify, the above does not apply to the Content on external sites linked to by the original submission.

## 7. COPYRIGHT COMPLAINTS

Sonoma County Vintners respects the intellectual property of others. It is Sonoma County Vintners's policy to respond expeditiously to claims of copyright and other intellectual property infringement. Sonoma County Vintners will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, Sonoma County Vintners may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Sonoma County Vintners will terminate access for subscribers and account holders who are repeat infringers.

Notifying Sonoma County Vintners of Copyright Infringement: To provide Sonoma County Vintners notice of an infringement, you must provide a written communication to the attention of "DMCA Infringement Notification Dept." care of [info@sonomawine.com](mailto:info@sonomawine.com) that sets forth the information specified by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that we may post your notification, with personally identifiable information redacted, to a clearinghouse such as [chillingeffects.org](http://chillingeffects.org). Please also note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

Providing Sonoma County Vintners with Counter-Notification: If we remove or disable access to content in response to an infringement notice, we will make reasonable attempts to contact the owner or administrator of the affected site or content. If you feel that your material does not constitute infringement, you may provide Sonoma County Vintners with a counter notification by written communication to the attention of "DMCA Counter Notification Dept." at [abuse@Sonoma County Vintners.com](mailto:abuse@SonomaCountyVintners.com) that sets forth all of the necessary information required by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

## **8. Sonoma County Vintners PRIVACY POLICY**

Sonoma County Vintners's current privacy policy is available at [Sonoma County Vintners.com/privacy](https://www.sonomacountyvintners.com/privacy) (the "Privacy Policy"), which is incorporated by this reference.

## **9. INDEMNITY**

You will indemnify and hold harmless Sonoma County Vintners, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorneys' fees and cost) from (i) any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services, violation of the Terms of Use by you, or the infringement by you, or any third party using your account or Sonoma County Vintners User ID, of any intellectual property or other right of any person or entity.

## **10. WARRANTY DISCLAIMERS**

You acknowledge that Sonoma County Vintners has no control over, and no duty to take any action regarding: which users gain access to the Site or use the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Sonoma County Vintners from all liability for you having acquired or not acquired Content through the Site or the Services. The Site or Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Sonoma County Vintners makes no representations concerning any content contained in or accessed through the Site or Services, and Sonoma County Vintners will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Services. THE SERVICE, CONTENT, AND SITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **11. LINKS**

The Services may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Sonoma County Vintners has no control over such sites and resources, you acknowledge and agree that Sonoma County Vintners is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or

resources. You further acknowledge and agree that Sonoma County Vintners shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **12. LIMITATION OF LIABILITY**

IN NO EVENT SHALL Sonoma County Vintners OR ITS SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY (I) WITH RESPECT TO THE SITE, THE SERVICE OR ANY CONTENT FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **13. TERMINATION**

Sonoma County Vintners may terminate or suspend any and all Services and your Sonoma County Vintners account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms of Use. Upon termination of your account, your right to use the Services will immediately cease. If you wish to terminate your Sonoma County Vintners account, you may simply discontinue using the Services. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **14. MISCELLANEOUS**

No agency, partnership, joint venture, or employment is created as a result of the Terms of Use and you do not have any authority of any kind to bind Sonoma County Vintners in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Sonoma County Vintners shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Sonoma County Vintners's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. The Terms of Use is not assignable, transferable or sublicensable by you except with Sonoma County Vintners's prior

written consent. Sonoma County Vintners may transfer, assign or delegate the Terms of Use and its rights and obligations without consent. The Terms of Use shall be governed by and construed in accordance with the laws of the state of California, as if made within California between two residents thereof, and the parties submit to the exclusive jurisdiction of the Superior Court of San Francisco County and the United States District Court for the Northern District of California. Notwithstanding the foregoing sentence, (but without limiting Sonoma County Vintners's right to seek injunctive or other equitable relief in any court of competent jurisdiction), any disputes arising with respect to this Agreement shall be referred to an arbitrator affiliated with JAMS, The Resolution Experts. The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, the parties shall each select an arbitrator affiliated with JAMS, which arbitrators shall jointly select a third such arbitrator to resolve the dispute. The written decision of the arbitrator shall be final and binding on the parties. The arbitration proceeding shall be carried on and heard in San Francisco, California using the English language and pursuant to the rules of JAMS. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. Both parties agree that the Terms of Use is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms of Use, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein.

## 15. TRADEMARKS

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