

# Terms & Conditions

Please Read the Following Terms of Use Carefully before using this Portal. These Terms of Use govern your access to and use of the Portal.

This Portal (including the Online Services defined hereafter and all other pages under such second level domain name, collectively, the "Portal") is provided by Central Coast Wine Warehouse, LP dba Central Coast Wine Services ("CCWS") subject to these terms of use, the [\[Privacy Policy\]](#) incorporated herein by reference and all modifications of either of the foregoing (collectively, the "Terms of Use"). By using this Portal, you ("You") and other users and visitors on behalf of You or your related company (together with You, the "Visitors"), are deemed to have agreed to these Terms of Use.

Your access to some areas of the Portal may be subject to certain registration requirements in CCWS's discretion. Your use of the Portal's inventory management services (the "Online Services") are subject to CCWS's acceptance of Your online registration and Your agreement to these Terms of Use and the applicable CCWS rules and dispute resolution procedures incorporated herein by reference. You shall pay to CCWS all fees owing to CCWS for Your use of the Online Services in accordance with the CCWS Rules, as applicable. Such fees are nonrefundable.

## **Internet Access**

This Portal may be accessed from various locations both within and outside the United States of America ("USA"). Access to and use of the Portal, including functionality and Online Services and features and products available through the Portal, may be inappropriate, prohibited or restricted in certain jurisdictions outside of the USA. In addition, certain functionality and features and products and services available through the Portal may not be available in jurisdictions outside the USA. CCWS makes no representations or warranty that the Portal is appropriate or available for use outside of the USA. If you access or use the Portal from outside the USA, You do so at Your own risk and are responsible for complying with the laws and regulations of the territory from which You access and use the Portal.

If You are under the age of twenty-one, You may not use any of the products or services offered on the Portal, download any materials or software, or provide any information about Yourself through the Portal.

You acknowledge and agree that in connection with Your use of the Portal, You must: (a) provide for Your own access to the internet and pay any service fees associated with such access, and (b) provide all equipment necessary for You to make such access and connection to the internet, including a computer or other computing device, software and a means of connecting to or accessing the Internet. CCWS shall not be responsible for any malfunctions, errors, crashes or other adverse events that may occur from Your use of the Portal.

## **Portal Content**

This Portal contains content, including but not limited to that which is protected by trademarks, service marks, trade names, copyrights and other intellectual property rights owned by CCWS and others ("Portal Content"). As between You and CCWS, CCWS is the sole owner of all rights, title and interest in and to Portal Content. Except as otherwise expressly provided herein, Your use of the Portal does not grant to You a license to any Portal Content. You may not download, archive or save a copy of the Portal for any purpose, except You may download, print or make copies of individual screens and documents appearing as part of the Portal solely for Your own internal business purposes, provided that any marks, logos or other legends that appear on such screens and documents remain on, and are not removed from the downloaded, printed or stored screens or documents. Except as expressly permitted in these Terms of Use, You may not modify, copy, publish, translate, display, transmit, distribute, transfer, frame, adapt, create derivative works from or in any way exploit the Portal Content. You may not allow access to or use of the Portal, or any portion thereof, by or for the benefit of any third parties including, without limitation, providing timeshare services, service bureau services, outsourcing or consulting services. Any commercial exploitation of the Portal is strictly prohibited.

When registering for an account on the Portal, you may be asked to create a user ID and to choose a password. You are responsible for keeping your user ID and password secret and confidential and restricting access to that information. You are solely responsible for all activities that occur using your user ID and password.

### **Visitor Conduct**

You may not upload, post, e-mail or otherwise transmit any content on or through the Portal that: (i) infringes any proprietary rights of any party or person; (ii) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, sexually graphic, invasive of another's privacy, or hateful; (iii) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of race, ethnicity, gender, religion, sexual orientation, age, or disability; (iv) contains unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," or any other form of solicitation; or (v) contains software viruses or any other computer code, files or programs designed to or which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other similarly destructive activity.

You further agree that You will not: (i) use the Portal, or any part thereof, to "stalk" or harm any other Visitor or any other person in any way; (ii) impersonate any person or entity, including but not limited to a CCWS officer, director, or representative, or falsely state or otherwise misrepresent Your identity or affiliation with a person or entity; (iii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Visitor Content transmitted on or through the Portal; (iv) disrupt the normal flow of dialogue; (v) interfere with or disrupt the Portal or servers or networks connected to the Portal, or the use thereof, or disobey any requirements, procedures, policies or regulations of networks connected to the Portal; (vi) "hack," infiltrate or otherwise seek to gain unauthorized access to, or compromise the integrity of, the Portal; (vii) harvest, collect or store information about the Visitors of this Portal, the Visitor Content posted by others on this Portal or any other data or information on this Portal, or use such information for any purpose inconsistent with the purpose of this Portal; (viii) breach or attempt to breach the security of software, network, servers, data, computers or other hardware relating to the Portal or that of any third party that is hosting or interfacing with any part of the Portal; (ix) create any frames at any other Web sites containing or incorporating the Portal or any Portal Content; or (x) violate any applicable local, state, national or international law or regulation.

CCWS maintains a policy of not reviewing or accepting any unsolicited submissions of ideas, inventions, designs, and other materials. Any materials, information, suggestions, ideas, inventions, designs, know-how, concepts, techniques or other communications you transmit or post to this Portal or to CCWS by any means, including, without limitation, through electronic mail will be considered non-confidential and non-proprietary ("Communications"). CCWS will have no obligations with respect to the Communications.

You acknowledge you are responsible for whatever Communications you submit and you, not CCWS, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright. CCWS and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, text, images, sounds, and other things embodied therein for any and all commercial or non-commercial purposes without acknowledgement or compensation to you or any other person sending the Communications.

### **Linked Sites**

You may be able to link to third parties' Web sites ("Linked Sites") from the Portal. Linked Sites are not necessarily reviewed, controlled or examined by CCWS in any way and CCWS is not responsible for the content, availability, advertising, products or other materials of any such Linked Sites, or any additional links contained therein. These links do not imply CCWS's endorsement of or association with the Linked Sites.

If you would like to link to CCWS's Portal, you must comply with the following guidelines: A site that links to The CCWS's Portal:

- Must have express written authority from CCWS prior to linking of any kind or manner.

- May link to, but not replicate, CCWS content.
- Should not create a browser or border environment around CCWS content.
- Should not imply that CCWS is endorsing it or its products.
- Should not misrepresent its relationship with CCWS.
- Should not present false information about CCWS products or services.
- Should not use CCWS logos without express written permission from CCWS.
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

### **Privacy Policy**

We encourage You to read our [\[Privacy Policy\]](#), which is incorporated by reference into these Terms of Use.

### **Disclaimer of Warranties**

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### **Limitation of Liability**

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### **Maintenance of Accounts, Portal and Online Services**

CCWS may, at any time, temporarily limit or suspend in whole or in part, a Visitor's access to the Portal if such Visitor is in breach, or if CCWS has reason to believe such Visitor is in breach, of these Terms of Use. CCWS may change, add or remove any of the services or features available on the Portal, or may discontinue the Portal as a whole, at any time. CCWS shall not be responsible for any outages, technical failures or defects in the Portal, including but not limited to the Online Services.

### **Visitor Warranties**

You represent and warrant that Your use of the Portal shall be in accordance with these Terms of Use and all applicable laws, statutes, rules, regulations, ordinances and policies of all applicable worldwide jurisdictions.

**Visitor Indemnification**

By agreeing to use the Portal, You agree to defend, indemnify and hold CCWS, its affiliates, officers, directors and employees harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from Your use of the Portal, any violation of these Terms of Use by You, or any Visitor Content You post or upload on or through the Portal.

**Copyright Agent**

We respect the intellectual property rights of others, and require that Visitors of the Portal do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and e-mail address;
- A description of the copyrighted work that You claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by You that You have a good faith belief that the disputed use is not authorized by You, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

**Copyright Agent:**

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**Changes to Terms of Use**

CCWS MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME AND AT ANY TIME, AND WITHOUT ACTUAL NOTICE TO YOU. ALL SUCH CHANGES TO THESE TERMS OF USE WILL APPEAR ON THIS PAGE OF THE PORTAL. WE ENCOURAGE YOU TO CHECK FOR CHANGES TO THESE TERMS OF USE REGULARLY. BY USING THE PORTAL FOLLOWING ANY MODIFICATIONS TO THESE TERMS OF USE, YOU AGREE TO BE BOUND BY ANY SUCH MODIFICATIONS TO THESE TERMS OF USE.

**Applicable Laws/Jurisdiction**

We control and operate this Portal from our offices in the United States of America. Materials on the Portal may not be appropriate or available for use in other locations. Persons who choose to access this Portal from other locations do so on their own initiative, and are responsible for compliance with local laws.

**Choice of Law**

These Terms of Use and the relationship between You and CCWS shall be governed and interpreted in accordance with the laws of the State of California, without regard to its conflict of law provisions. You agree to submit to the exclusive jurisdiction over all disputes hereunder and venue in the federal and state courts in the State of California located in Santa Barbara County.

**Miscellaneous**

The failure of CCWS to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.