

# Terms of Service and Conditions of Sale

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## General Terms and Conditions

Your use of the site is expressly subject to the following Terms of Service and Conditions of Sale ("Terms and Conditions"). If you do not agree with any of these Terms and Conditions, do not access or otherwise use this Site or any information or materials contained on this site. Your use of the Site shall be deemed to be your agreement to abide by each of the Terms and Conditions set forth herein. These Terms and Conditions may be updated by MRTC at any time and from time to time with or without notice to you. Your continued use of the Site following any such change shall be deemed to indicate your acceptance of any modifications to these Terms and Conditions.

By using this Site, you agree that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. MRTC reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

The content of the pages of this Site is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Site for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements. You agree that MRTC and its licensors may make improvements and/or changes in the Site content and services or events described in this Site, if any, at any time without notice and without liability to you of any kind. You are responsible for compliance with applicable local laws, keeping in mind that access to the MRTC Site may not be legal by certain persons or in certain countries. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. The failure of MRTC to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MRTC in writing. The Terms and Conditions, along with the MRTC Privacy Policy, comprises the entire agreement between you and MRTC and supersede all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. These Terms and Conditions are personal to you and you may not transfer, assign, or delegate these Terms and Conditions to anyone without the express written permission of MRTC. Any attempt by you to assign, transfer, or delegate these Terms and Conditions without the express written permission of MRTC shall be null and void. These Terms and Conditions will inure to the benefit of MRTC, its successors, assigns, and licensors. The paragraph headings in these Terms and Conditions,

shown in boldface type, are included to help make the agreement easier to read and have no binding effect.

Your use of this Site and any dispute arising out of such use of the Site is subject to the laws of the United States. California law and controlling United States federal laws, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms and Conditions. You agree to submit to the jurisdiction of the courts located in Napa County, in the State of California, for the resolution of all disputes arising from or related to these Terms and Conditions and/or your use of the Site.

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Unauthorized use of this Site may give rise to a claim for damages and/or be a criminal offense. From time to time, this Site may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

## **The Sale of Alcoholic Beverages**

### **Legal Requirements**

MRTC does not sell alcohol to persons under the age of 21 and makes every effort to ensure that alcoholic beverages are not delivered to anyone who is under the age of 21. By using this site, you affirm and acknowledge that you are over the age of 21, that the person placing the order and receiving a shipment of alcoholic beverages from MRTC is over the age of 21 and that receipt of shipments containing alcoholic beverages requires the signature of a person 21 years of age or older who is not intoxicated. As a consumer, you also agree that any alcohol purchased from MRTC is intended for personal consumption and not for resale. If you do not agree with these conditions of use, please do not use this Site. If you intentionally or unintentionally misrepresent your age in order to provide alcohol to a person under the age of 21, MRTC shall have the right to take action against you or seek indemnification from you for any suit to which MRTC may be subject to the full extent allowable by law. As required by the Communications Decency Act of 1996, MRTC hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to content that may be harmful to minors.

### **Credit Card Charges**

Orders are by credit card only. We accept Visa, MasterCard, and American Express. The billing address for any such credit card needs to be provided at the time of your order and must be the address on your credit card statement. The billing address will be the address where your order

will be shipped. If you wish to ship to an address different than your billing address, please provide this information at the time of your order.

### **Errors and Omissions**

Occasionally, our listed prices, bottle sizes or quantities may be incorrect. We make every effort to make sure that our product database is accurate, however, in the event any such mistakes occur, MRTC shall be held harmless for any such errors. In all cases, the customer will be contacted before any charges are made to the credit card so that the customer can make a decision to proceed or not proceed with the order (if possible).

### **Sales and Shipping**

All orders are processed at, and shipped from, Napa, California. We ship by ground and air using FedEx and GSO (where available) and our shipping prices include packaging materials. Insurance may be available for an additional charge. Unless you live on the West Coast, we strongly discourage you from selecting "Ground Service" as your shipping method. During the winter and summer months, weather conditions and longer delivery times can often result in the spoilage of your order. Please note that when your wine order is picked up by the common carrier for delivery, the wine becomes your responsibility. MRTC is not responsible for, and will not replace wine that is damaged by, extreme weather conditions during shipment.

All wines are sold in California and title passes to the buyer in California. MRTC makes no representations as to the legal rights of anyone to ship or import wines into any state outside of California. The buyer is solely responsible for shipment of wines. By placing an order, you are authorizing MRTC to act on your behalf to engage a common carrier to deliver the items in your order.

Please note that MRTC may not be able to ship wine to certain states. Due to changing direct-shipping laws and regulations, the list of states that we ship to may change at any time. MRTC will arrange for shipment on behalf of the buyer, to an address specified by the buyer, provided that MRTC in its sole discretion believes that such shipment will not subject MRTC to the risk of any sort of legal action or other harm. If a buyer lives in a state where the direct shipment of wine by MRTC may violate the law, we will contact the buyer to discuss shipping options, which options may include provision of an alternative shipping address in a state where the direct shipment of wines to consumers is permitted or storage of the wines at an acceptable third-party storage facility.

MRTC will notify you by email when your wines are ready to be shipped. Please be aware that your order may be delayed until ideal weather and shipping conditions arise to protect your wines. An adult signature will be required for delivery of alcoholic beverages. To ensure prompt and successful deliveries of your wines, please ensure that an adult (21 years of age or older) will be present and available to sign for your shipment. MRTC will not be held responsible for any shipment delays (or wine damaged as a result of such delays) caused by erroneous information provided by the customer at the time of ordering or caused by the failure of an adult to be present for signature at the time the wines are delivered.

Please contact Dandridge Marsh at [offers@miltonroadtrading.com](mailto:offers@miltonroadtrading.com) with any questions or concerns you may have regarding our shipping policies.

### **Sales Tax**

All wine is sold in the state of California and the title passes to the buyer in California. All purchases shipped to California addresses will be subject to a 8.0% sales tax.

### **License and Site Access**

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### **Disclaimer of Warranties**

ALTHOUGH MRTC ENDEAVORS TO PROVIDE CURRENT, ACCURATE AND RELIABLE INFORMATION ON THE MRTC SITE, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE EVENTS OR THE ACCURACY, RELIABILITY OR ANY USE OF INFORMATION ON THE MRTC SITE. MRTC DOES NOT WARRANT THAT YOUR USE OF THE MRTC SITE, OR THE OPERATION OR FUNCTION OF THE MRTC SITE, ANY COMPONENT THEREOF, OR ANY PRODUCTS, SOFTWARE OR SERVICES OFFERED IN CONNECTION THEREWITH, WILL BE UNINTERRUPTED OR ERROR FREE; OR THAT DEFECTS THEREWITH WILL BE CORRECTED; OR THAT THIS SITE OR ITS SERVER IS FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. YOUR USE OF THE MRTC SITE IS AT YOUR OWN RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIR OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE. MRTC AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SITE. THE MRTC SITE CONTENT PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR ANY PARTICULAR PURPOSE.

### **Limitation of Liability**

IN NO EVENT SHALL MRTC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA

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### **Drink Responsibly.**

MRTC does not condone excessive or irresponsible alcohol consumption and is committed to promoting the responsible advertising of our products.

By using this Site, you agree to be bound by the Terms and Conditions above. If you have any questions about these Terms and Conditions, please contact us [contact@miltonroadtrading.com](mailto:contact@miltonroadtrading.com).

## **Privacy Policy**

### **Our Commitment to Privacy**

Protecting your privacy is important to us. We hope the following privacy policy will help you understand how Milton Road Trading Company LLC collects, uses and safeguards information you provide to us on this Site which personally identifies you as well as general, non-personal information that is automatically collected from our Site. This policy does not, however, govern the terms of our relationship or constitute any representation or warranty. The terms of our relationship are governed by our Terms and Conditions. The terms "miltonroadtrading.com", "Milton Road Trading Company LLC", "the Site", "MRTC," "us" or "we" refer to the owner of this Site and/or its subsidiaries or affiliates. The terms "you", "your" or "customer" refer to the user or viewer of this Site. Please read this privacy policy carefully. If you do not agree to our practices, please do not register, subscribe, create an account, make purchases or otherwise interact with MRTC at [miltonroadtrading.com](http://miltonroadtrading.com) (the "Site"). By visiting and using the features on the Site (including mailing list sign up, wine club sign up, event registration and browsing), you accept the practices described in this privacy policy.

### **Information Collected by Milton Road Trading Company LLC on This Site**

When you visit the Site, we collect some basic non-personal information about you and your browser. Examples of such non-personal information that is collected include what type of browser and operating system you are using, how long you remained on our Site and what pages you looked at while here. This non-personal information is anonymous and helps us understand how visitors browse our Site, so that we can make their shopping experience better. We also collect certain personal information about you at various points, including your name and email address, mailing address, birthday (and other information) from the wine club or mailing list sign-up forms, reservation contact form and from other forms that you complete during purchase.

Please note that we do not knowingly collect personal information from individuals under 21, nor do we direct any of our content to individuals under 21. If we learn that we collected the personal information of a minor, we will take steps to delete the information as soon as possible.

## **Protecting Your Information**

MRTC is the sole owner of the information collected on this Site. We make every effort to ensure that any data that we store about you is kept behind a secure firewall in our database and is not accessible to the public in any way. Any sensitive information (such as credit card number and/or social security number) that we collect from you is encrypted with SSL, a standard internet security measure. We do everything in our power to protect user data offline as well by restricting access to information to only those employees (for example, a Customer Care representative) who need the information to perform a specific job. Although we use our best efforts to protect the security of your information and our system, due to the inherent open nature of the Internet, no transmission via the internet can be guaranteed to be 100% secure. As a result of this and other factors beyond our control, we cannot guarantee the security of the information that you transmit to or through our Site. Therefore, you assume that risk by using the Site.

Except as otherwise stated here, MRTC makes every effort to ensure that the information provided by you on this Site is only used to send you offers, and to process and ship your order. We may also use this information to send you correspondence regarding new features, services and special offers from us and/or our subsidiaries or affiliates that we think you'll find valuable. This information is harvested from a secure area and encrypted for our customers' protection. We will not sell, share, or rent this information to others, except as otherwise disclosed in this statement, and you, our customer, have the right to prevent this disclosure at any time (at no cost to you). Although we work with third parties, such as outside shipping companies to ship orders and credit card processing companies to bill users for goods and services, we require all such third parties to keep any information they receive confidential, maintain the privacy of all our customers, and to use any information provided to only provide services on behalf of MRTC and the customer. All employees are kept up to date on our security and privacy practices and are aware of the importance of keeping customer data secure and safe at all times.

From time to time, we may also employ other companies and individuals to perform services, to maintain and operate the Site, and to maintain certain features on the Site. To such parties, we may disclose non-personal information such as traffic patterns and website usage data, but in no event will we disclose any personal information. We also may employ third parties to analyze our sales data for internal purposes, in which case we may disclose information to such parties such as the wines purchased, the location of shipment, and the frequency of purchases. We additionally may enlist a third party to assist with marketing and sending member e-mails, in which case we will provide these third party vendors only with member e-mail addresses. At no time will these third parties receive or be given access to personal information such as member home addresses, phone numbers, or date of birth unless we are required to do so by law or unless disclosing such information is vital to identify, contact, or bring legal action in order to protect MRTC, its customers, or third parties. Again, we require all such third parties to keep any information they receive confidential, maintain the privacy of all our customers, and to use any information provided for services on behalf of MRTC and the customer.

We value your privacy, and except as otherwise set forth above, we will never release any account or personal information to any third party for that third party's marketing purposes

unless we are given explicit and affirmative authority to do so by you, our customer. If you have any questions about the security of our Site, please feel free to contact us at [contact@miltonroadtrading.com](mailto:contact@miltonroadtrading.com).

We will retain your information for as long as your account is active or as necessary to provide you services and to maintain a record of your transactions for financial reporting and compliance purposes. If you wish to cancel your account, please contact us at [contact@miltonroadtrading.com](mailto:contact@miltonroadtrading.com). We will retain and use your information only as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## **Cookies**

Our Site uses cookies to speed navigation, keep track of items, and provide you with custom-tailored content. We also use cookies to remember some of the information you've given us so you don't have to reenter it each time you visit the Site. By showing us how and when shoppers use the Site, cookies also help us see which areas are popular and which are not. Many improvements and updates to the Site are based on data such as total number of visitors and pages viewed. Most browsers are initially set to accept cookies. You may manage how your browser handles cookies and related technologies by adjusting your browser's security and privacy settings. Refer to instructions related to your browser to learn about privacy and security settings that are available to you. If you block or delete cookies, you may not be able to use particular features of the Site or to take full advantage of features offered on the Site.

## **Making Changes and Opting Out**

You can also make changes to your account and/or opt-out of any emails or newsletters by sending us an email at [contact@miltonroadtrading.com](mailto:contact@miltonroadtrading.com).

## **Gift Recipients**

If you send a gift from our Site, we will collect contact information, such as name, shipping address and phone number for gift recipients to ensure correct gift delivery. Except as otherwise stated above, we will not sell, share or rent any contact or personal information for invited friends or gift recipients with third parties, but they may receive offers from us and/or our affiliates highlighting new features, products, services and special offers we think they will find interesting. Invited friends and gift recipients can opt-out of receiving any emails or newsletters by contacting us at [contact@miltonroadtrading.com](mailto:contact@miltonroadtrading.com).

## **Legal Disclaimers**

MRTC reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on our Site.

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MRTC reserves the right to modify this privacy statement at any time, with or without notice to its customers.