



USE AGREEMENT

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Welcome to The Rodrigue Molyneaux Web site (the “Site”). This Site is intended to provide you with information about Rodrigue Molyneaux Winery and with the opportunity to contact us. While we want you to enjoy the experience of visiting our Site, we also want you to understand the terms to which you agree when visiting the Site. References to “we” or “us” or “Rodrigue Molyneaux Winery” herein refer to Rodrigue Molyneaux Winery and our affiliates, subsidiaries, service providers and designees as deemed appropriate by us.

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AMENDMENT

We may amend or terminate any Terms at any time by posting new or revised Terms. Each time you use the Site you should visit and review the then current Terms that apply to your transactions and use of this Site. If you are dissatisfied with the Site, its content or any Terms, you agree that your sole and exclusive remedy is to discontinue using the Site. The Terms are the entire agreement between you and Rodrigue Molyneaux Winery.

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In addition, we also have no liability for any viruses or anything beyond our control. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Site. We will not be liable to you if you are unable to access information through the Site. If the Site provides links to third party web sites, your transactions on and use of any such third party sites will be subject to any terms and agreements between you and such third party, and we will not be liable or responsible in any way relating to any such use or transactions. In addition, the availability of any such links to third party web sites does not constitute an endorsement by us with respect to the content, advertising, products, or other materials available on or through such sites, and we disclaim all liability relating thereto.

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You may purchase items through our online store, and all orders and sales are subject to our Online Store Policy and will be delivered pursuant to our Shipping Policy.

PRIVACY POLICY

Please review our Privacy Policy for additional detail about how we collect and use information we receive from you.

OUR SERVICE PROVIDERS

We may use one or more third party service providers to design and/or operate parts of the Site. In such cases, each such service provider is also included in the terms “we” and “us” for purposes of the Terms.

YOUR COMMUNICATIONS THROUGH THE SITE

The Site may provide you with the capability to post comments on the Site, to send e-mail to us or to third parties or to otherwise submit, post, display, transmit and/or exchange information, ideas, opinions, images, creative works or other messages, transmissions or material to us or others on or through the Site (collectively, “Communications”). Although we reserve the right to monitor, edit and delete Communications, as a general matter we do not screen or monitor such content. Therefore, you understand that you are solely responsible for all Communications that are emailed, transmitted or otherwise provided by you or through your account. You agree to the following terms with respect to such Communications:

(a) Any Communications you submit about our products or services may be used and disclosed by us in whole or in edited form in our marketing or advertising materials. If we do so, we will not use your surname. You specifically grant to Rodrigue Molyneaux Winery and its subsidiaries, affiliates, designees and service providers (or warrant that the owner of such content grants to Rodrigue Molyneaux Winery and its subsidiaries, affiliates, designees and service providers) a perpetual, worldwide, royalty-free, fully paid, irrevocable, nonexclusive right and license, sublicensable through multiple tiers of sublicensees, to use, reproduce, modify, adapt, publish,

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(b) You will not use the Site or any services (including without limitation, email) provided by or on the Site for any purpose, nor will you transmit any Communication, that: violates any agreement or is false, misleading, unlawful, abusive, harassing, libelous, defamatory, obscene, offensive, objectionable, sexually explicit, threatening, injurious, detrimental to any third party, the Site or Rodrigue Molyneaux Winery or that infringes on or violates the privacy, intellectual property or other rights of others, that is illegal that encourages a violation of the law or under-age alcohol consumption, that contains a virus, worm or other harmful computer file, or that is off-topic.

(d) You will not send e-mail or any other Communication via the Site to anyone who is not 21 years of age or older. We respect the intellectual property rights of others and ask you to do the same. If you believe that your intellectual property has been copied and/or provided to us in a way that constitutes copyright infringement, please notify us as set forth in our Copyright Infringement Notice Procedure.

TERMINATION

We reserve the right to terminate or restrict your access to the Site in our sole discretion, without notice and without limitation, for any reason. We will have no liability to you in the event of such a termination.

MISCELLANEOUS

The Terms will be construed, and their performance enforced, under the laws of California without reference to choice of law principles. Any dispute relating to the Terms or the Site may be litigated only in a court having jurisdiction and venue in Stanislaus County for state court causes of action and in the Eastern District of California for federal court causes of action. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Terms. We may assign the Terms, in whole or in part, to a related entity or to a third party.

You understand that we may comply with law enforcement requests or subpoenas regarding your use of the Site, and you hereby consent to such compliance.

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No waiver by us of any breach or default under the Terms may be deemed to be a waiver of any prior or subsequent breach or default.

If any provision of the Terms is declared invalid or unenforceable, the remaining provisions of the Terms remain in full force and effect and the invalid or unenforceable provision is deemed replaced by a valid, enforceable provision that effectuates the intent of the original provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.