

E. & J. GALLO WINERY PORTAL TERMS OF USE

March 16, 2016

Welcome to the E. & J. Gallo Winery "Grapevine" portal (the "Site"). This Site is intended to provide our distributors, suppliers and trade networks with various services related to your relationship with Gallo, including information on Gallo products and Gallo's advertising and promotional plans; an ordering system that allows you to identify yourself to Gallo, order Gallo products, provide shipment instructions for those orders, and obtain information about those orders and shipments; and a shipment notification system that allows you examine outstanding purchase orders that are specific to your company, provide fulfillment and shipment information relating to those purchase orders and print bar code labels to be affixed by you to each unit you ship to Gallo. The Site may also make available to you certain Gallo Property (as defined below), which you may reproduce and use on your web site and/or product catalogue, solely for the purpose of marketing and selling authorized Gallo products and only if, and during the time period that, specific permission is granted by Gallo. References to "we" or "us" or "Gallo" herein refer to Gallo and our affiliates, subsidiaries, service providers and designees as deemed appropriate by us. The terms "you" or "your" refer to the individual(s) accessing the Site and the distributor, supplier, purchaser or other entity on whose behalf those individual(s) are doing so.

Compliance with Terms

By accessing the Site, you are agreeing to these Terms of Use and our [Privacy Policy](#) as well as any other legal notices, terms and policies on this Site (together referred to as "Terms"), all of which are expressly incorporated herein by this reference. You agree to use the Site only in accordance with the Terms. Please read and save all of the Terms. If you do not agree with the Terms, do not use this Site or any of its features. You will be required to indicate your acceptance to these Terms during the registration process.

Amendment

We may amend or terminate any Terms at any time and such amendment or termination will be effective at the time we post the revised Terms on the Site. 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. Your continued use of the Site after we have posted revised Terms signifies your acceptance of such revised Terms. If you are dissatisfied with the Site, its content or any Terms (including as modified), you agree that your sole and exclusive remedy is to discontinue using the Site. The Terms are the entire agreement between you and Gallo with respect to your use of the Site.

Term

The Terms, as we may revise them from time to time, shall remain in full force and effect while you use the Site. You may terminate your right to access the Site at any time, for any reason. We may terminate your right to access the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after your right to access the Site is terminated, the Terms will remain in effect and you will remain bound by them except that your right to use the Site will terminate.

Passwords

You are required to register in order to use the Site, and when you register, you will be asked to choose a user name and password. You are solely responsible for maintaining the confidentiality of this information. You are not permitted to allow anyone else to use your user name and password to log into the Site. You must notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account so please be vigilant in protecting its confidentiality. You will be responsible for all access and use of this Site, and all information or orders entered, through and under your password(s) and any information or orders so received by Gallo will be deemed to have been received from you. All orders will be deemed to be made at the time and in the form received by Gallo. You agree immediately to notify Gallo, and to cooperate with Gallo in addressing, if you become aware of:

- a) Any loss or theft of your access password(s); or
- b) Any unauthorized use of any of your password(s) or of the Site, or any information on the Site; or
- c) Any receipt of confirmation of an order that you did not place, or any similarly inaccurate or conflicting report or information.

Upon the reassignment or termination of any of your employees who may have had access to the Site, you will take all steps necessary to secure Gallo's data, software, hardware, and other property from intrusion by such employee. Such steps shall include, but are not limited to, your removing the affected employee's i.d. from the Site and removing or adjusting a reassigned employee's i.d. to match that employee's new responsibilities, or other steps as deemed necessary by Gallo in its sole discretion to prevent unauthorized access by such employee.

Your Use of the Site

Gallo grants you a non-transferable, non-exclusive, limited license to access this Site, to view and, where permitted, download and use certain information and images contained in this Site, and to interact with the Site where permitted, only for your own company's

internal business use and solely in connection with your relationship with Gallo, subject to your ongoing compliance with all terms of the Terms. Other than the foregoing limited use license, no other rights or licenses are granted by Gallo hereunder. You are solely responsible for providing and maintaining all equipment, software (other than software expressly provided by Gallo on the Site for your use) and services needed to access and use the Site in accordance with the Terms. You agree not to use the Site for any unlawful purpose. You agree not to rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Site or use it in any manner not expressly authorized by the Terms. Except as expressly permitted by these Terms, you agree not to copy, reverse engineer, translate, port, modify or make derivative works of any of the images or information on the Site. All information and images available for download must be used in the form made available on the Site, and may not be altered or modified in any way. You agree not to use the Site for any use involving the processing of data of other persons or entities. You agree not to attempt to obtain or access any information other than that information to which Gallo intentionally provides you access, and not to attempt to obtain or access any purchase orders other than your company's purchase orders with Gallo. You will ensure that your hardware, software, data and systems used to access the Site are free of worms, viruses or any other routine that could disable, erase or otherwise harm the Site or Gallo's hardware, software, data or systems.

Intellectual Property

This Site, all portions thereof, and all data, images and other information contained on the Site, including without limitation our trademarks (whether registered or unregistered), logos, trade name, trade dress, product images, and material protected by copyright provided to you or otherwise accessed by you on the Site (collectively, "Gallo Property") will remain the sole and exclusive property of Gallo (or its licensors, as applicable). Gallo hereby grants to you a nonexclusive, non-transferable, limited, revocable license (to the extent of Gallo's rights) to use the Gallo Property provided to you on this Site solely for the purpose(s) and as authorized on the Site or in these Terms. You agree to comply with any restrictions relating to your use of such Gallo Property and to only use such Gallo Property as specified in these Terms, on the Site or by Gallo directly. You agree to comply with any terms and conditions that are communicated to you by us that are applicable to any third party intellectual property provided to you as Gallo Property on the Site. You acknowledge and agree that Gallo is the sole owner of the Gallo Property and all associated goodwill. You will not (i) do anything that that might harm the reputation or goodwill of the Gallo Property; (ii) take any action inconsistent with our ownership of the Gallo Property; or (iii) challenge Gallo's rights in or attempt to register the Gallo Property or any mark or logo substantially similar thereto. Your use of the Gallo Property inures solely and automatically to Gallo's benefit. If at any time you acquire any rights in, or trademark registrations or applications for, the Gallo Property by operation of law or otherwise in any country or jurisdiction, you will immediately upon our request assign such rights, registrations, or applications to Gallo, along with any and all associated goodwill. Except as expressly provided in these Terms, Gallo does not give or transfer to you any right, property, license, permission or interest of any kind in or to the use of any Gallo Property. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Gallo Property in any manner unless the use is specifically permitted by your other agreement(s) with Gallo or Gallo otherwise gives you express written consent. You agree to reproduce and not to alter or remove any copyright notice, trademark symbol or proprietary legend on any Gallo Property. You further agree to comply with any trademark use guidelines as may be provided by Gallo from time to time. You also agree not to use the information on the Site for any unlawful purpose. You agree to comply with reasonable written requests by Gallo to protect Gallo's rights in the Gallo Property and the Site. In addition, you agree that any ideas, suggestions or other feedback (collectively, "Feedback") you provide to Gallo relating to or through the Site will be the property and confidential information of Gallo, and you agree to assign and do hereby assign all right, title and interest in and to such Feedback to Gallo, including without limitation, all intellectual property and other proprietary rights therein. You further agree to assist Gallo in perfecting and enforcing such rights, at Gallo's request. You acknowledge and agree that any violation directly or indirectly by you of this section shall cause Gallo irreparable harm for which Gallo shall have the right to immediate and permanent injunctive relief against such acts, which relief shall be in addition to all other remedies available to Gallo in law and equity. Gallo may terminate the licenses granted in this section at any time by providing notice of such termination to you.

Your Submissions to/Communications with the Site

The Site may provide you with the capability to send electronic communications, such as e-mail, directly to Gallo or Gallo's representative and to interact within applicable areas of the Site. You agree to the following terms with respect to your use of any electronic communications through the Site:

- a) You will not transmit information or orders to Gallo using electronic communications except through those electronic features designated by Gallo for those express purposes. You acknowledge that Gallo will not act upon any information or orders transmitted through electronic communications other than those you transmit through the designated features.
- b) Gallo may, but is not obligated to, review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with the Terms or the security of the Site. Gallo is entitled to disclose your electronic communications to the same extent it may disclose other information about you or your account(s) as provided in the Terms and/or the Gallo's other agreement(s) with you. In no event will Gallo be liable for any costs, damages, expenses or any other liabilities incurred by you as a result of such activities by Gallo.
- c) You will not use any electronic communication feature of the Site for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or injurious or detrimental to the Site.
- d) You agree not to submit to the Site any information that infringes upon or violates the privacy, rights, trademarks, copyrights or other intellectual property rights of others, anything that is illegal, defamatory, obscene, harassing, offensive, objectionable or sexually explicit, that encourages a violation of the law, that contains a virus, that is off-topic, or, without Gallo's permission, that contains any solicitation or advertising.

e) You acknowledge that data, including but not limited to, confidential order, pricing, shipment, and invoicing information, may possibly be accessed by unauthorized third parties when communicated between you and Gallo using the Internet or any other electronic means. To reduce this risk, whenever you access the Site you agree to use the highest level data security protocol supported by the Site. However, because absolute security is impossible to obtain, you recognize and agree that Gallo is not liable for any security breach.

f) Gallo has the right, but is not obligated to, monitor the Site to determine your compliance with the Terms, with your other agreement(s) with Gallo, and with applicable laws.

Orders; Shipment Notifications

You acknowledge that it may not be possible to change or cancel an order, shipment notification or other communication once you have placed it, and you agree to exercise caution before placing all orders, shipment notifications or other information. Any attempt you make to change or cancel an order, shipment notification or other information is simply a request. Gallo will not be liable to you if Gallo is unable to change or cancel your order or change the shipment notification or other communication for any reason whatsoever. If you wish to try to change or cancel your order, shipment notification or other communication, you agree to call Gallo's Customer Services representative at the applicable telephone number designated by Gallo on the Site. If such information or order cannot reasonably be changed or canceled, you agree that you are bound by the terms of the original order you placed, or the terms of the shipment notification or other communication as originally entered by you. If you use the shipment notification system, you agree to fulfill orders in accordance with the information provided in your shipment notifications, and to affix the appropriate bar code labels to each item in your shipment, as provided through the Site.

Third Party Software

The Site may include or provide links or access to third party software ("TPS") or other software that may be downloaded by you for your use with (or relating to) the Site. You are solely responsible for downloading, properly using and supporting TPS (and any other such software), and for compliance with any and all terms of the applicable license agreement relating to such TPS (or other software). Gallo provides no warranty for TPS or any other software and disclaims all liability relating thereto.

Site Availability

Access to the Site may be limited or unavailable during periods of peak demand, systems upgrades, maintenance, or for other reasons. If the Site is unavailable or delayed at any time, you agree to use alternative means to obtain information from or communicate with Gallo. For ordering, this includes (but is not limited to) placing and obtaining information about your orders by means such as calling a Gallo Customer Services representative. Gallo will not be liable to you if you are unable to access your information or order through the Site. When you use the Site to place an order, you acknowledge that a Gallo Customer Services Representative might not review your order and you also may not have the opportunity to ask questions or otherwise interact with a Gallo Customer Services representative. By placing an order through the Site, you voluntarily agree to assume any risk that may result from the lack of human review of your order in exchange for the potentially greater convenience of Internet access.

Disclaimers

Gallo is not responsible for and makes no warranties, express or implied, as to any content on the Site, including, without limitation with respect to the accuracy and reliability of the Gallo content, whether caused by us, by any of the equipment or programming associated with or utilized by the Site, or otherwise. The Site may contain links to other websites. Gallo is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by Gallo. Inclusion of any linked website on the Site does not imply approval or endorsement of the linked website by Gallo. When you access these third party sites, you do so at your own risk. Gallo takes no responsibility for third party advertisements or third party applications that are posted on or through the Site, nor does it take any responsibility for the goods or services provided by its advertisers. Gallo assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication by you. Gallo is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any portion of the Site or combination thereof, including any injury or damage to your or to any person's computer related to or resulting from participation or downloading materials in connection with the Site. Under no circumstances shall Gallo be responsible for any loss or damage, including personal injury or death, resulting from use of the Site. Additionally, Gallo shall 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. Some states do not allow the exclusion or limitation of certain warranties and/or liabilities, so certain of the above limitations or exclusions may not apply to you.

The Site is provided "AS-IS" and as available and Gallo expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Gallo cannot guarantee and does not promise any specific results from use of the Site.

Limitations of Our Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGE, CLAIM OR LOSS INCURRED BY YOU, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, IRRESPECTIVE OF WHETHER WE HAVE BEEN INFORMED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE

LIKELIHOOD OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, DEFAMATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS, AS WELL AS THIRD-PARTY CLAIMS. IF THE WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH IN THIS USE AGREEMENT ARE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

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.

Indemnification

You agree to indemnify and hold Gallo, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, cost, expense, claim, or demand, including without limitation, reasonable attorneys' fees, due or relating to or arising out of your use of the Site in violation of the Terms and/or arising from a breach of the Terms and/or any breach of your representations and warranties set forth in the Terms.

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 Sacramento 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.

EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THE TERMS.

The Terms are accepted upon your use of the Site or any of its features and is further affirmed upon r registration. The Terms constitute the entire agreement between you and Gallo regarding the use of Site and its services and features. The failure of Gallo to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. The Terms operate to the fullest extent permissible by law. If any provision of the Terms is unlawful, void or unenforceable, that provision is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions.

E. & J. GALLO WINERY PORTAL PRIVACY POLICY

E. & J. Gallo Winery and its affiliated companies and subsidiaries (collectively referred to here as “we,” “our,” or “Gallo”) created this Privacy Policy to inform our distributors, suppliers and trade networks about our practices regarding collection, use, and disclosure of personally identifiable information (“personal data”) that we collect from them when they use the E. & J. Gallo Winery portal web site (the “Site”). While the Site or other materials may include links or references to non-Gallo websites, materials, or entities, this Privacy Policy does not apply to those non-Gallo sites, materials, or entities unless otherwise indicated.

Your Consent

You should read this entire Privacy Policy before submitting information to Gallo or using the Site. Whenever you submit information via the Site or otherwise to Gallo, whether online or offline, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Policy.

Information Collection and Use

Your personal data is collected by Gallo whenever you submit such information to the Site (for example, when logging on or placing orders). Information collected from you includes without limitation your contact information (company name, individual name, address, and telecommunications numbers, e-mail address), distributor or supplier identification number (if applicable), authorized representative name(s), quantities and types of goods ordered, prices for such goods, and shipping date, data, method and address. When you place an order for product or provide other information using the Site, the information you submit is used internally by Gallo for the following types of activities, among other things: process, fill and ship your order, prepare and forward your invoice, collect payment from you, calculate and provide you with applicable allowances or other credits, track and verify compliance with applicable laws, agreements and policies, and analyze, prepare and respond to marketing and sales performance reports, plans, and strategies. When you provide shipment notification or provide other information using the Site, the information you submit may be used internally by Gallo for the following types of activities: point-of-sale, supply chain and production planning and processing, authorizing payment to you, tracking and verifying compliance with applicable laws, agreements and policies, reviewing and planning capital, energy and MRO projects and technology projects, and analyzing, preparing and responding to marketing and sales performance reports, plans, and strategies. This information may be shared with third parties, including without limitation affiliates, partners, distribution centers, consultants, shippers and financial institutions, for the above types of purposes. Under some circumstances, information may also be used or disclosed to third parties such as governmental agencies for law enforcement and compliance purposes, and when appropriate to identify, contact or bring legal action against someone who may be causing injury to or interference with Gallo's, or others', rights or property.

As do most major web sites, this Site uses cookies and may use other automated information collection means. Cookies are information about you from the Site that is stored on your hard drive. Cookies save you time because you do not need to manually reenter the information stored on your hard drive. Cookies also help Gallo upgrade the Site by showing when and how users utilize the Site. Cookies may be combined by Gallo with other personal data already submitted. Your web browser in its default mode probably accepts cookies from this Site and all others. If you wish, you can usually change the setting so that cookies are not accepted by your browser. However, if you do so the Site may not function correctly, or at all. The Site may also use IP addresses for the above purposes, and to analyze trends, administer the site, track users' movement, and gather broad demographic information for aggregate use. We may use web beacons (also known as Internet tags or clear GIFs) on our websites to access and set cookies and otherwise help us to better understand how users are moving through the Site. Information provided by the web beacon includes the computer's IP address, the type of browser being used, and the time that the web beacon was viewed. We may also use web beacons in emails and newsletters so that we know when such communications have been opened and to otherwise help us tailor our communications

Except for the types of uses set forth in this Agreement, personal data submitted to Gallo will not be distributed or published. You can request correction of purported inaccuracies in the information on the Site by contacting the appropriate person indicated on the Site. However, with respect to errors in an order, the order may be filled before a correction can be implemented.

You agree that Gallo may notify and communicate with you via email (and/or attachments thereto) to your email address of record, or via any other means permitted by this Privacy Policy or elsewhere in the Terms, regarding any matter regarding the Site or your use thereof. You recognize and understand that email sometimes fails to transmit or be received. This consent will remain in effect until revoked by you or Gallo (revocation may take several days to place into effect, and in the interim you will continue to receive email notices). You agree to maintain a valid email address. If your email address changes, you agree to notify Gallo immediately. Gallo is not responsible for undelivered electronic communications.

Security

Gallo takes appropriate steps to protect personal data from loss, misuse, and unauthorized access, disclosure, alteration, or destruction, whether in transmission or storage. Please keep in mind, however, that there is no such thing as perfect security, and no Internet transmission is ever completely secure or error-free. Moreover, you are responsible for maintaining the confidentiality of any user name and password you use, and you should log off when you finish each session using the Site. This Privacy Policy is not intended to and does not create any contractual or other legal rights on behalf of any third party.

Changes to This Privacy Policy

If this Privacy Policy changes, the revised policy will include a new effective date and will be posted on this page. Be sure to check the Privacy Policy whenever you submit personal data. The effective date of this Privacy Policy is March 16, 2016.