

Privacy Policy

Plymouth Wine and Cheese, Inc. has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for the website: www.plymouthwineandcheese.com. As this policy may change from time to time, please check back periodically.

The Plymouth Wine and Cheese company uses the information we collect about you to, among other things, process orders. When you register at Plymouthwineandcheese.com, we collect your name, email addresses, mailing address in order to process and fulfill your order.

Recognizing the global nature of the Internet, you agree to comply with all applicable local laws and rules regarding online conduct and privacy, as well as content.

Personal Information and Data Gathering

Plymouth Wine and Cheese, Inc. often uses third-party development partners to assist in online development as well as in data and information collection. These companies are strictly bound by our privacy policy covered below, as well as by all other conventions and business practices of Plymouth Wine and Cheese, Inc. concerning user information and data from online sources. For the purposes of this document, the terms "We," "Us" and " Plymouth Wine and Cheese, Inc. " will also represent these third-party developers.

We collect anonymous information from visits to our site to help us understand the usage patterns of our site, and to provide better customer service. Information collected in this manner is provided automatically by your system and the systems that you use to connect to our site. For example, we keep track of what time people enter our site, how long they stay on the site, and what areas they visit on the site. This information is kept in aggregate, anonymous format. We use this information to better tailor our site for our visitors and their usage patterns, as well as to gauge performance and other measures of the site, again in anonymous and aggregate format.

Cookies are sometimes used to further track usage patterns of the site by users, in aggregate and anonymous format. Cookies left on your system by our site are sometimes used for the purpose of allowing users the convenience of not having to re-enter usernames and passwords on our site, however, no username or password information is kept on your local machine. Only a unique identifier is kept on your system that will allow you to access the records stored on our secure, password-protected server(s) and allow wine club members the ability to receive all discounts due them. No financial or personal information will ever be left on your system in the form of a cookie.

Registration is required to use certain features of our site. We will collect general contact information, such as name and e-mail address, as well as demographic information, such as age, gender and zip code. Data collected from online user-completed forms is stored in secure, password protected server locations. Demographic information collected is used to help us, or our partners, to analyze our aggregate user base and better tailor our site, promotions or other features to better serve that user base. Contact information is also used to better understand our user base.

From time to time, Plymouth Wine and Cheese, Inc. will contact our registered users who have opted in to be e-mailed with promotional information that we feel would be applicable to, and desired by that user. At any time a user wishes to opt-out of these e-mails, they may do so by contacting plywine.cheese@yahoo.com. Once opted-out, the user will not receive any further communication from us, aside from any system messages that are necessary to that user in specific transactions, such as e-commerce order summaries. Please allow fourteen (14) days to be successfully removed.

Further use of personal information and data gathered by Plymouth Wine and Cheese, Inc. will occasionally utilize partners and vendors to assist it in analysis of the data and information collected by our sites. This information is used in aggregate and anonymous format for the purpose of better tailoring our website, promotions or other company endeavors to better suit our user base. This information is shared with our partners and vendors only on an

as-needed basis. Financial information will never be shared with any organization other than those necessary for completing the financial transaction required.

Information and data gathered solely by Plymouth Wine and Cheese, Inc. will never be sold, traded or shared with third-parties for any other reason other than for assisting Plymouth Wine and Cheese, Inc. in its analysis, research and promotional needs.

This site may contain links to other sites. Plymouth Wine and Cheese, Inc., is not responsible for the privacy practices or the content of such websites.

How your information is encrypted

There are certain areas on the site where you may enter and submit private information. These areas are protected using SSL encrypted transmissions between your Web browser and our Web server. This protects against the remote chance that someone (e.g. on your network at work or at your Internet service provider) may try to compromise your private information as it travels from your Web browser to our secure server. You'll know when transmitted data is safe by a security notice when you enter a secure page, and by the presence of an secure icon on your browser. The pages where you submit your account information are all secure. We would never intentionally take chances with your private information, and we have taken every precaution to ensure your personal security.

Protecting your login ID and password

Always keep your plymouthwineandcheese.com account login and password secret. They are your only identification for purchasing purposes. If you receive information about a purchase you did not make, or questionable communications regarding your account, please contact our Customer Support immediately at 920-892-8781.

Disclaimer of Warranties and Limitation of Liability

Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of this site's owner or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of this site's owner and protected by U.S. and international copyright laws. All software used on this site is the property of this site's owner or its software suppliers and protected by United States and international copyright laws.

Disclaimer of Warranties and Limitation of Liability

THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THIS SITE'S OWNER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SITE'S OWNER DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THIS SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE'S OWNER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Public Forums

This site may make chat rooms, forums, message boards, and/or news groups available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information. We also encourage visitors to be courteous in communicating with others and to be smart about choosing when and to whom to release personal information online. Never disclose any personal information that is of a sensitive or confidential nature on any public area of our site.

Security

Registration

No registration is required in order to use this website, though a user must create an account prior to completing any purchase. Users are required to provide their name, date of birth, email address, zip code, and a password of 5-16 characters in length. This information is necessary in order for us to contact users about services on our site for which they have expressed interest. It is optional for the user to provide a phone number, but we encourage you to do so in order to have an alternate means of contact regarding an order.

Ordering

Plymouthwineandcheese.com order forms request data from users including: Contact information such as name and shipping address; financial information such as credit card number, expiration date, billing address, and billing phone number. This information is used for billing purposes to verify that the customer is of legal age, and to fill customers' orders. If we encounter difficulty when processing an order, this contact information is used to contact the user. This information is harvested from a secure area and encrypted for our customers' protection. It is not sold or shared with anyone else under any circumstances.

Gift Recipients

We collect contact information, such as name, shipping address and phone number, for gift recipients to ensure correct gift delivery. We do not sell, share or rent any contact information for gift recipients with third parties. We do not sell or rent any personally identifiable information that you provide to us regarding gift recipients, but they may receive offers from us highlighting new features, new products and services and special offers we think they will find of interest. Also we may send marketing offers to gift recipients on behalf of ourselves and our business partners. In connection with such offers, we allow gift recipients to opt out of receiving future marketing-related mailings from us.

Log Files

We use IP addresses to analyze trends, administer the site, track users' movement and gather demographic information for aggregate use. IP addresses are not linked to personally identifiable sites.

Sharing

We will not sell, share, or rent this information to others in any way that varies from what is disclosed in this statement.

Plymouthwineandcheese.com will share aggregated demographic information with its partners and advertisers. This is not linked to any personally identifiable that can identify any individual person.

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes.

We value your privacy at www.plymouthwineandcheese.com, and will never release any account information to anyone outside of the necessary core groups that help our business function unless our customers give us the authority to do so.

Legal Disclaimer

We reserve 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 Web site.

Social Media Widgets

Our Web site includes Social Media Features, such as the Facebook Like button [and Widgets, such as the Share this button or interactive mini-programs that run on our site]. These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

Emails

If a user wishes to subscribe to our emails we ask for contact information such as name and email address. We may use your personally identifiable for purposes other than sending you promotional materials. For example, we may use your information to complete transactions requested by you, or to send you administrative communications about any account you may have with us or about future changes to this Privacy Policy. You may also unsubscribe from promotional Emails by emailing us.

Sale of Our Company

As a natural consequence of the development of our company, we could be sold to another company. In the event that another company acquires us or a significant portion of our assets is sold to another company, all customer data including financial records and consumer information collected on Plymouthwineandcheese.com may be transferred to the new company. You will be notified via of any such change in ownership or control of your personally identifiable.

Changes in this Privacy Statement

If we decide to change our privacy policy, we will post those changes to this privacy statement, the home page, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page.

User Obligations

You agree not to do any of the following while using the Plymouthwineandcheese.com Site:

- Intentionally or unintentionally violate any applicable law or regulation.
- Access, tamper with, or use nonpublic areas of the Plymouthwineandcheese.com Site or Plymouthwineandcheese.com's computer systems. Unauthorized individuals attempting to access or tamper with these areas may be subject to prosecution.
- Frame or link to the Plymouthwineandcheese.com Site except as permitted in writing by Plymouthwineandcheese.com.

The Sale of Alcoholic Beverages

Plymouthwineandcheese.com does not sell alcohol to persons under the age of 21. By using this site you swear and affirm that you are over the age of 21. Plymouthwineandcheese.com 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 are acknowledging that the person receiving a shipment of alcoholic beverages from Plymouthwineandcheese.com is over the age of 21. You also agree that any alcohol purchased from Plymouthwineandcheese.com 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 Plymouthwineandcheese.com will prosecute you fully to the extent allowable by law.

Title and Ownership

Title to, and ownership of, all wine passes from Plymouthwineandcheese.com to the purchaser at the warehouse and state it is purchased in and the purchaser takes all responsibility for the shipping it from the warehouse to his/her home state. By arranging for transportation of the wine, Plymouthwineandcheese.com is providing a service to, and acting on behalf of the purchaser. By utilizing this service from Plymouthwineandcheese.com, the purchaser is representing that he/she is acting in a fashion compliant with his/her local and state laws regarding the purchase, transportation and delivery of wine. The purchaser represents that he/she has obtained any required permission, paid any required fees, is working through properly licensed intermediaries where required, is legally entitled to take possession of wine and is legally entitled to take quantities ordered and once again authorizes that he/she is 21 years of age.

Parental Control Protections

As required by the Communications Decency Act of 1996, Plymouthwineandcheese.com 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. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, SurfWatch, and GuardOne. Plymouthwineandcheese.com does not sponsor or endorse any of these companies or their services.

Termination of your plymouthwineandcheese.com Account

Plymouthwineandcheese.com may terminate your Plymouthwineandcheese.com Account with or without cause at any time effective immediately.

No Responsibility to Sell Mispriced Products or Services

Plymouthwineandcheese.com shall have the right to refuse or cancel any orders placed for products and/or services listed at an incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. Plymouthwineandcheese.com shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Plymouthwineandcheese.com shall immediately issue a credit to your credit card account in the amount of the charge.

Modifications to Prices or Billing Terms

Plymouthwineandcheese.COM RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

Force Majeure

Plymouthwineandcheese.com shall be excused from performance under this Terms of Service if Plymouthwineandcheese.com is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement under this Terms of Service by reason of: (a) any provision of any present or future law or regulation or order of the United States of America, or any state thereof, (b) any act or omission of a third party, or (c) any act of God, emergency condition, war, computer or telecommunications failure or other circumstance beyond the control of Wine.com.

Survival

The following provisions shall survive any termination of these Terms of Service: No Warranty from Plymouthwineandcheese.com, Limitation of Liability, Indemnity and General Provisions.

General Provisions

You agree Plymouthwineandcheese.com 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 Plymouthwineandcheese.com Site may not be legal by certain persons or in certain countries. If any provision of these Terms of Service 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 Plymouthwineandcheese.com to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Plymouthwineandcheese.com in writing. The Terms of Service, along with the Plymouthwineandcheese.com Privacy Policy, comprises the entire agreement between you and Wine.com and supersede all prior or

contemporaneous negotiations, discussions or agreements, if any, between the parties regarding the subject matter contained herein. These Terms of Service are personal to you and you may not transfer, assign, or delegate these Terms of Service to anyone without the express written permission of Plymouthwineandcheese.com. Any attempt by you to assign, transfer, or delegate these Terms of Service without the express written permission of Wine.com shall be null and void. These Terms of Service will inure to the benefit of Plymouthwineandcheese.com's successors, assigns, and licensors. The paragraph headings in these Terms of Service, shown in boldface type, are included to help make the agreement easier to read and have no binding effect. Wisconsin law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, will govern any action related to these Terms of Service. You agree to submit to the jurisdiction of the courts located in Manitowoc County, in the State of Wisconsin, for the resolution of all disputes arising from or related to these Terms of Service and/or your use of the Site.

If you have any questions about these Terms of Service, please contact us.

The Terms of Service were updated September 2013.