

General Terms of Use

Effective as of 01/09/2025

Article 1 — Object and Definitions

These General Terms of Use (hereinafter 'T&Cs') aim to provide a legal framework for the mobile application 'My Wine Cellar' (hereinafter the 'Application') and to define the conditions of access and use of the services by the 'User'.

Acceptance of these T&Cs is essential for any registration and use of the Application.

Article 2 — Legal Notices

The editing of the application 'My Wine Cellar' is provided by Cédric Legrand. For any question or request for information, the User can contact the editor at the following email address: info@macaveavins.app.

Article 3 — Access and Registration

The Application is accessible for free to any User with Internet access. All costs incurred by the User to access the service (computer hardware, software, connection, etc.) are at their expense.

Some features require creating an account. By creating an account, the User agrees to provide accurate information and to keep it up to date. Access to the account is protected by a username and password which are strictly personal and confidential.

Article 4 — License of Use

Cédric Legrand grants the User a non-exclusive, personal, and non-transferable right to use the Application for personal purposes. Cédric Legrand retains full ownership and all intellectual property rights to the Application.

Article 5 — Premium Services and Subscriptions

The Application offers free features as well as advanced features (hereinafter the 'Premium Services') accessible via a paid subscription. Premium Services include, but are not limited to, an unlimited number of scans, the creation of multiple cellar plans, and data export.

Subscriptions are managed via the Apple App Store and Google Play Store platforms. They are subscribed for a monthly or annual period and are automatically renewed, unless canceled by the User directly from their Apple or Google account settings at least 24 hours

before the end of the current period. In accordance with current legislation, by subscribing to a subscription and immediately accessing digital content, the User acknowledges that they lose their right of withdrawal.

Article 6 — User's Obligations

The User is responsible for the data they publish in the Application (wine information, photographs, etc.). They agree to comply with the laws in force and not to infringe on the rights of third parties.

The User is prohibited from:

- Renting, selling, distributing, or sublicensing the Application.
- Reverse engineering, decompiling, or disassembling the Application.
- Using the Application for illegal or unauthorized purposes.

Article 7 — Intellectual Property

The trademarks, logos, as well as all the contents of the Application (texts, images, code, etc.) are the exclusive property of Cédric Legrand and are protected by the Intellectual Property Code. Any reproduction, publication, or copy without prior authorization is strictly prohibited.

Article 8 — Liability and Warranties

The Application is provided 'as is'. Cédric Legrand does not guarantee that it is free of defects, errors, or omissions. The information provided, especially that from the artificial intelligence label scanning feature, is for informational purposes only and may contain inaccuracies. The User is solely responsible for the use and interpretation of this information.

The liability of Cédric Legrand cannot be engaged in case of force majeure, network or server malfunction, or any other event beyond its reasonable control. In any case, except in cases of gross or intentional misconduct, the liability of Cédric Legrand is limited to the amount of the subscription paid by the User for the current period.

Article 9 — Protection of Personal Data

The collection and processing of the User's personal data are governed by our Privacy Policy, which is an integral part of these T&Cs.

Article 10 — Modification of the T&Cs

Cédric Legrand reserves the right to modify these T&Cs at any time. The User will be informed of the changes and must accept them to continue using the Application.

Article 11 — Applicable Law and Jurisdiction

These T&Cs are subject to Belgian law. In the event of a dispute, and in the absence of an amicable resolution, exclusive jurisdiction is granted to the French-speaking courts of Brussels.