

U-LABEL GENERAL TERMS AND CONDITIONS

30/10/2022

I. GENERAL PROVISIONS

These general terms and conditions (hereinafter the General Terms and Conditions) regulate the access and use of the website accessible through the address u-label.com (hereinafter the Website) as well as the terms and conditions of contracting the Services, as defined in section III below, offered by U-LABEL, Société par actions simplifiée through the Website.

Access to and use of the Website is free of charge and does not require any subscription or registration. However, the contracting of the Services listed below requires the registration of the User in the terms described below, and the prior acceptance of the U-LABEL SUBSCRIPTION AND FEES POLICY indicated in paragraph IV, which develop and complement these General Terms and Conditions.

The identification data of the owner and responsible for the Website are those listed below:

U-LABEL , Société par actions simplifiée
7 ter Rue Colonel Oudot
75012 Paris
France
Share Capital: 5.000 euros
SIRET: 89853590100018
TAV Intracommunautaire: FR25898535901
Email address : contact@u-label.com;
Website: <https://www.u-label.com>

The express acceptance of these General Terms and Conditions when contracting U-LABEL's Services will occur by clicking on the button "I have read and accept the General Terms and Conditions" found on the register page and implies full and unreserved adherence to these General Terms and Conditions, in the version published at the time of initiating the process of contracting the Services.

Please read these General Terms and Conditions carefully before using the services offered by U-LABEL from the Website.

U-LABEL reserves the right to change or revise these General Terms and Conditions at any time by posting any changes or a revised General Terms and Conditions on the Website. U-LABEL will alert you that changes, or revisions have been made by indicating on the top of these General Terms and Conditions the date it was last revised. The changed or revised General Terms and Conditions will be effective immediately after the renew or upgrade of the Services contracted as it is established in "U-LABEL SUBSCRIPTION AND FEES POLICY". The express acceptance of any modification of these General Conditions will occur when contracting a renewal or update of the Services by clicking on the button "I have read and accept the General Conditions".

These General Terms and Conditions does not alter in any way the terms or conditions of any other written agreement you may have with U-LABEL for other products or services. If you do not agree to these General Terms and Conditions please immediately terminate your use of the Website.

II. DEFINITIONS

- (1) “the Website”: a specialized website and platform, which provides a service to business operator from wine, aromatized wine and spirits.
- (2) “User”: a company whose details are set out in the Application Form and has agreed These General Terms and Conditions.
- (3) “Visitors”: individuals, consumer or not, that access the Website and the E-labels generated by the Website without signing up.
- (4) “Services” means the global services provided through the Website enabling Users to share and publish trusted information about their products in a E-label which is accessible through a QR-code.
- (5) “E-label” means a specific URL webpage where data concerning a specific product (Data Content) for a specific market is published in one or several languages.
- (6) “QR-code” is a type of matrix barcode generated by the Website and pointing to an E-label.
- (7) “Data Content” means product data expressed as data attributes (whether in the form of text, images or otherwise) provided by the User to U-LABEL and which is published through an E-label for Visitors consultation.
- (8) “Creation E-labels” means the User capacity to access the Website to:
 - a. generate a specific URL (including all possible linguistic versions) for a specific market after uploading the relevant data content. For the EU market, the 24 different linguistic versions count as 1 single E-label; and
 - b. generate, when necessary, a QR-code that links to the URL.
- (9) “Maintenance of E-labels” means the storage by U-LABEL of data content and its publication in a E-label which is accessible to consumers through the scan of a QR-code.
- (10) “Edition of E-labels” means the User capacity to access the Website and :
 - a. Edit the data content of their E-labels by modifying, completing or eliminating it;
 - b. Customise and download the QR-code for an existing E-label

III. SERVICES

- (1) The Services provided by U-LABEL under the Website consist of:
 - Access to specific data models to introduce in a structured way data concerning wines, aromatized wine and spirit drinks products;
 - Facilitation of the translation of data concerning mandatory consumer information according to EU law introduced into other languages;
 - Publication of Data Content on E-labels publicly accessible to Visitors; and
 - Generation of specific QR-codes that links to individual E-labels.
- (2) Additional Service may be added by the parties through an online service registration process on the Website, or through other written means approved by U-LABEL and the User.
- (3) U-LABEL obligations in terms of availability and continuity of the Service is based on an obligation of means, U-LABEL implementing its best efforts in order to provide the Service secure or free from error or interruption. Nevertheless, U-LABEL does not represent or warrant that the availability and

continuity of the Service will be secure or free from error or interruption, for extreme circumstances of various kinds, including, but not limited to:

- Unintentional failures or failures due to other than gross negligence in the data model of U-LABEL or any third party contracted for this purpose.
 - Maintenance, repair, update or improvement processes. (U-LABEL undertakes to make its best efforts to perform maintenance outside peak hours and to inform, by a mention on the website, in advance of any interruption of access to the server, on its own initiative or of which it may be aware)
 - Force majeure or any other causes beyond the control of U-LABEL, including, without limitation, interruptions or failures in communications or any other causes attributable to third parties.
- (4) U-LABEL may temporarily interrupt access to or availability of the Services and/or the Website by the User and/or Visitor, for security reasons or actions aimed at improving its provision or configuration thereof, making modifications to the Services and/or to the Website, including, but not limited to its design, functionalities and appearance.

IV. SUBSCRIPTION AND PAYMENT

General rules

In consideration for the provision of the Services, Users shall pay U-LABEL the subscription fees in accordance with "U-LABEL SUBSCRIPTION AND FEES POLICY".

The User shall pay to U-LABEL, on the day of subscription, the fee corresponding to the selected subscription package. The fee will be paid in accordance with the payment system detailed hereunder.

The invoice will be sent to the e-mail address specified by the User in the subscription form. The User will communicate to U-LABEL any change in the payment coordinates in due course.

Payment system

The payment will be made by SEPA Direct Debit, bank card (Visa/MasterCard), virtual card or any other payment method that U-LABEL may put in place.

Right of withdrawal

Following the subscription to a U-LABEL package a User has a 14-day right of withdrawal on the condition that no e-label has been generated.

After the 14-day period or if an E-label has been generated, the User loses its right to be reimbursed.

The day on which the contract is concluded (day of subscription) is not counted in the 14-day period. The period begins at the beginning of the first hour of the first day and ends at the end of the last hour of the last day of the period. If this period expires on a Saturday, a Sunday or a holiday, it is extended until the next working day.

The Client exercises his right of withdrawal by informing U-LABEL of his decision to withdraw by sending, before the expiry of the 14 day period, the withdrawal statement expressing his wish to withdraw.

V. INTELLECTUAL PROPERTY AND LICENSE

Intellectual property and license to Users

All the contents of the Website (including, but not limited to, databases, images, drawings, graphics, text files, audio, video and software) as well as the compilation (understood as the collection, arrangement and assembly) of all the content are either the property of U-LABEL or are licensed to U-LABEL and are protected by national and international intellectual property laws.

Product, service and company names appearing in this General Terms and Conditions or on the Website are protected as trademarks, brands or commercial names of U-LABEL or their respective owners.

By using the Website, the User is granted a limited, non-exclusive, non-transferable right to use the content and materials on the Website in connection with a normal use of the Website. The User may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from U-LABEL.

Wine in Moderation Logo

The International Non-Profit Organization Wine in Moderation - Art de Vivre (WIM) Aisbl, owner of the European Trade Marks “Wine In Moderation” has authorized U-LABEL to use exclusively in the framework of the presentation of E-labels created in its Website the European Trade Marks “Wine In Moderation” and its variations.

The display of the Trade Mark “Wine in Moderation” on the User E-label does not authorize the User to copy, reproduce, transmit or distribute the Trade Mark without the explicit authorization of Wine in Moderation - Art de Vivre (WIM) Aisbl.

The User has the right to refuse the display of the Trade Mark “Wine in Moderation” on his User E-labels.

License to third parties

Users authorize U-LABEL to grant third parties non-exclusive, non-transferable, non-sublicensable right to access directly the Data Content that has been already published on E-labels on the condition that third party does not:

- a. present, publish or use the Data Content in a manner that is false or misleading;
- b. use the Data Content in any way which infringes rights of third parties (including Users’ or Designee’s rights) or violates any applicable laws and regulations;
- c. modify the content of the Data Content in publishing or disseminating such Data Content (unless it has express written authorization of the User to do so);
- d. publish or use the Data Content in a manner that implies any endorsement by the User or U-LABEL (unless it has expressed written authorisation of the User or U-LABEL to do so);
- e. claim any copyright or other ownership rights to Data Content;
- f. use, sell, sublicense, distribute or otherwise make available the Data Content to third parties, otherwise than as part of a Value-Added Product;

However, U-LABEL is not authorized to disclose to third parties, any information especially with regard to the protection of business secrecy and any relevant business information that U-LABEL have access to, including number and type of SKUs, volume of products, countries of destination, etc, with the exception

of information disclosed to public authorities upon request for reasons of public interest, according to applicable laws and regulations.

Moreover, U-LABEL is not authorized to disclose to third parties any end-user statistical data on consumer behavior regarding a specific user or category of users (by country, region etc) unless it is explicitly given permission in this sense.

VI. DATA CONTENT RESPONSIBILITY AND LIABILITY

- (1) Users are fully responsible, in their capacities as business operators and/or editors, for all the Data Content rendered available through the E-labels, to Visitors.
- (2) U-LABEL will under no circumstances undertake any verification of the Data Content nor certify the accuracy or legality of it. U-LABEL will not be held responsible for: (i) actions or omissions of Users and Visitors, (ii) the information posted on the Website by Users, their topics, their accuracy, their exhaustiveness and/or their compliance with the applicable regulations or (iii) the compliance of the products presented with the description given. U-LABEL, to the extent permitted by applicable law, will under no circumstances be held responsible for damages or losses suffered by Users and/or third parties because of the content of E-labels.
- (3) U-LABEL does not endorse the contents on any third-party websites included by the User in the Data Content. These contents or links to such contents do not imply control or acceptance and/or approval by U-LABEL of the contents or services offered and made available therein. Therefore, the Visitor and/or Users should exercise extreme caution when evaluating and using such links, and U-LABEL shall not be held responsible for the information, data, files, products, services and any kind of material on the pages accessed through such links and for any damage that may result from Visitors and/or Users access to or reliance on these third-party websites. The inclusion of any link or link of any kind to other web sites does not imply that U-LABEL endorses, supports, guarantees or recommends such sites.
- (4) Users must respect all applicable legislation and in particular shall refrain from (i) violating the rights of third parties, (ii) violating intellectual property rights or listing counterfeit items, (iii) inciting offences or crimes, discrimination, hate or violence based on race, ethnic origin or nationality, (iv) communicating incorrect information or confidential information, (v) making defamatory comments, (vi) committing actions that might place minors in danger, (vii) publishing the personal data of other individuals or breaching privacy rights or (viii) usurping the identity of someone else.
- (5) In the event that the Data Content does not comply with this General Terms and Conditions, the User recognises and accepts that, in its capacity as hosting provider, U-LABEL will remove User's Content. This does not authorize U-LABEL to proceed to any compliance control of the Data content with regard to applicable regulations on labelling, since the User remain fully responsible for any violation or omission the relevant legal requirements.
- (6) U-LABEL may take action against the User, in particular regarding the usability of its account, without notice, if any User Data Content condoning crimes against humanity ,inciting racial hatred and/or violence, concerning child pornography or any other unlawful content. U-LABEL can suspend the access to the relevant Data Content, and not necessarily to all products of the User in question while informing the competent public authorities on the matter, which may result in U-LABEL taking any of the actions stipulated in section RIGHTS AND OBLIGATIONS. This possibility does not waive U-LABEL's liability for any abusive, irrelevant, disproportionate or obviously unfounded suspension of the access of end users to the Data Content.

VII. RESPONSIBILITIES OF THE USER

(1) The User undertakes:

- When registering on the Website, to provide truthful information about it, its username and email address.
- When using the Website, to provide objective, correct, exhaustive and detailed information.
- Not to use the Website and/or the Services with the aim of undertaking unlawful actions or transactions or fraudulent actions, contrary to what is established in these General Terms and Conditions, morality, generally accepted good customs and public order. or in a way that is harmful to the rights and interests of U-LABEL or third parties, or in any other way that may damage, render useless, overload or deteriorate the Website, preventing its normal use by the Users.
- Not to use (in particular share and/or publish) misleading or incorrect information and/or data.

(2) When using the Website, the User represents:

- that has full capacity and all the rights to carry out the transactions on the Website relating to the services listed in Section III. or use the Website, as applicable.
- that accepts and complies with the General Terms and Conditions and all the other contractual documents, such as the Privacy Policy, as well as the other rules of the Website.
- that understands that he/she is fully responsible for the Transactions carried out or the use of the Website, as applicable.

(3) The Users undertake to comply with the following rules when using the Website:

- Not to encourage the acquisition of goods, the sale of which is forbidden or restricted.
- Not to use (in particular share and/or publish) photographs (i) for which the respective User does not hold the intellectual property rights (i.e. photos found on the Internet or other sources); or (ii) which are or may be considered contrary to good moral standards and/or public order.
- Not to publish any content praising, promoting, encouraging or inciting terrorism, racism, revisionism, xenophobia, homophobia, sexism, hate speech, discrimination, human trafficking, organized crime, illegal organizations, self-injury, suicide, torture, cruelty to animals, apology of war crimes, sexual exploitation of children and/or adults, cults
- Not to violate applicable laws and/or regulations.

(4) The User undertakes to keep its login details and password confidential with regard to third parties, apart from the people who have been authorized by the User to use its login details.

(5) The User undertakes to immediately update information on its account that is no longer valid including payment details.

(6) Users are responsible for the adequate printing of the QR-codes on the labels of the products, with special regards to the quality of the printing and the size of the QR-code, to ensure an appropriate readability by Visitors.

VIII. RIGHTS AND RESPONSIBILITIES OF U-LABEL

(1) U-LABEL will remove and/or block all unlawful Data Content immediately:

- after having been duly notified by the competent Authorities;
- in case an E-Label deliberately and intentionally disclose incorrect information, insult other people or act in an inappropriate manner;
- use the identity of another User on the Website or otherwise act in an unlawful manner.

Furthermore, U-LABEL may forbid Users, in full (“Total blocking”), the use of the, in particular by removing the Data Content uploaded to the Website, by cancelling the User’s account and by preventing the User from re-registering on the Website or by preventing the User from accessing the Website under the following conditions:

- by stating the reasons for the ban or limitation. In order to be valid, these reasons should also entail a risk of liability for U-LABEL according to applicable law;
- these reasons must be serious enough to justify total blocking as last resort;
- in case of doubt, partial blocking (i.e. blocking of the relevant Data Content) should apply;
- total blocking must be subject to prior notice;
- in case the User complies, the total blocking will be immediately waived.

“Total blocking” means that the User’s account will be blocked and/or cancelled and the option of using the Website from the User’s computer will be blocked. The User must be aware that after “total blocking”, it will no longer have the right to use or re-register on the Website, unless the User complies. This exception does not apply in case of recurrence. In case of cancellation of the User’s account U-LABEL may store some information, in compliance with U-LABEL Privacy Policy, as it may be necessary for reconstructing the circumstances surrounding U-LABEL’s decision to cancel the User’s account and to transfer these data to the institutions and authorities responsible for applying and enforcing the law.

- (2) U-LABEL, in accordance with section above or after having been duly notified by the competent Authorities, will remove and/or block all unlawful Data Content immediately.
- (3) U-LABEL may investigate any violation of the General Terms and Conditions and inform the competent institutions and authorities.
- (4) Provided that it has taken the usual and reasonably expected safety precautions within its control, U-LABEL cannot be held liable for unpredictable events such as cyberattacks or any security breaches regarding the transmission of data or for performance guarantees regarding the volume and speed of data transmissions. In these conditions, it is up to the Users to take all appropriate measures to protect their own data and/or software, particularly from contamination by any viruses circulating on the Internet.
- (5) U-LABEL cannot be held liable for the interruption of the services due to a Force Majeure Event. “Force Majeure Event” means any cause affecting the performance by either U-LABEL or the User of its obligations under this General Terms and Conditions arising from acts, events, omissions or non-events beyond its reasonable control, including (but not limited to) riots, war, cyberattacks, acts of terrorism, fire, epidemic, severe weather conditions, flood, storm or earthquake and any disaster, compliance with law, order, rule, regulation of any government or other authority, acts of government or any other authority or shortages of labour or inability to obtain supplies;
- (6) U-LABEL entire liability, and User’s exclusive remedy, in law, in equity, or otherwise, with respect to the Website content and services and/or for any breach of this General Terms and Conditions is solely limited to the amount the User has been charged for by U-LABEL during the last contractual relationship between the parties.

IX. TERMINATION OF SERVICES

U-LABEL may at any time, for duly justified reasons or force majeure and upon two months' notice, cease operation of the Website and distribution of the Services. In such event U-LABEL will refund the portion of the price of the Services paid for and not used. However, U-LABEL will ensure that information and E-labels created before the cessation date will have a back-up solution to allow the accessibility to the information regarding the contract during the two months notice period.

The back-up solution should be operational and available to the User at any time, allowing upon prior notice or in case of emergency to change service provider. The recourse to this back-up solution is without prejudice to the rights of U-LABEL in case of unjustified termination of the contract at the initiative of the User.

All the information, including translations of the Data Content, regarding a User, created before the cessation date will be the exclusive property of the User.

Right to redirection

The User can request U-LABEL, any time before the Account Cancellation Date, as defined in "U-LABEL SUBSCRIPTION AND FEES POLICY", to redirection a QR-code to a URL of its choice under the conditions set in the "U-LABEL SUBSCRIPTION AND FEES POLICY".

X. INDEMNIFICATION

The User will release, indemnify, defend and hold harmless U-LABEL and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of the breach of User warranties, representations and obligations under this General Terms and Conditions; the Data Content or the use by the User of the Data Content; any intellectual property or other proprietary right of any person or entity; violation by the User of any provision of this General Terms and Conditions; or any information or data you supplied to U-LABEL.

When U-LABEL is threatened with suit or sued by a third party, U-LABEL may seek written assurances from the User concerning User's promise to indemnify U-LABEL, provided that the User is liable for this situation; the User's failure to provide such assurances may be considered by U-LABEL to be a material breach of this General Terms and Conditions.

U-LABEL will have the right to participate in any defense by the User of a third-party claim related to use by the User of any of the Website Data Content, with counsel of U-LABEL choice. U-LABEL will reasonably cooperate in any defense by the User of a third-party claim at the User's request and expense. User will have sole responsibility to defend U-LABEL against any claim, but must receive U-LABEL prior written consent regarding any related settlement. The terms of this provision will survive any termination or cancellation of this General Terms and Conditions or the use by the User's of the Website or Services under section III of these General Terms and Conditions.

XI. PRIVACY POLICY

U-LABEL will handle any personal data regarding Users in accordance with U-LABEL Privacy Policy and in accordance with the GDPR provisions, when applicable. U-LABEL Privacy Policy sets out how and why User's personal data are collected, stored, and processed when the User uses the Website and Services - as well as User's rights with respect to its personal data.

The Privacy Policy and any parts of it are not meant as contractual clauses and do not become part of these General Terms and Conditions, unless otherwise provided in these General Terms and Conditions.

XII. MISCELANEOUS

Effect of Waiver. The failure of U-LABEL to exercise or enforce any right or provision of this General Terms and Conditions will not constitute a waiver of such right or provision. If any provision of this General Terms and Conditions is found by a court of competent jurisdiction to be invalid, U-LABEL and the User nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in this provision, and the other provisions of this General Terms and Conditions remain in full force and effect.

Governing Law; Jurisdiction. This Website originates from Paris, France. This General Terms and Conditions will be governed by the Laws of France without regard to its conflict of law principles to the contrary. Neither the User nor U-LABEL will commence or prosecute any suit, proceeding or claim to enforce the provisions of this General Terms and Conditions, to recover damages for breach of or default of this General Terms and Conditions, or otherwise arising under or by reason of this General Terms and Conditions, at other than in courts located in Paris (France). By using this Website or contracting U-LABEL's Services, the User consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this General Terms and Conditions. You hereby waive any right to trial by jury arising out of this General Terms and Conditions and any related documents.

Statute of Limitation. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or Services, or this General Terms and Conditions must be filed within two years after such claim or cause of action arose or was discovered or could reasonable have been discovered or be forever barred.