

1. GRAND QRU

While focusing on affordable substitutes for specific premium wines representing specific wine styles, Grand Qru, Q of Quality (in this document referred to as “Grand Qru”, “We” or “our”) is an e-Platform that independently distributes wine advice from Experts to Users.



2. THE TRIGGER TO START GRAND QRU?

2.1. The **trigger** to start Grand Qru was an internal survey that we conducted amongst 37 European wine lovers who were questioned about their favourite wine styles and dream wines if money matters *versus* if money no matters, and about their feelings of how the quality of a wine can be measured, about their opinions about pricing versus quality and about their needs for wine advice. The outcome was as follows:

- **Conviction** 32 out of 37 interviewees
are convinced that their dream wines and/or premium wines in general are too expensive (given the budget they want to spend on wine)
- **Belief** 30 out of 37 interviewees
belief that there exist wines of which the quality and the style are similar to those of their dream wines and/or premium wines in general at a fraction of the price.
- **Need** 29 out of 37 interviewees

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Would highly welcome a reliable source of wine advice that leads them easily to affordable substitutes for their dream wines and/or premium wines in general.

- **Frustration** 28 out of 37 interviewees
don't know how to assess unknown or untypical regions, grapes or winegrowers in terms of quality, taste, aroma ...
- **Redundancy** 27 out of 37 interviewees
don't believe that a taster - even a trained taster - can measure the quality of a wine in a consistent **precise** manner (e.g. 100 points scale)
- **Belief** 26 out of 37 interviewees
belief that trained tasters can measure the quality in a **consistent general** manner (e.g. low, average, above average, very good, ...)
- **Belief** 27 out of 37 interviewees
belief that trained tasters or better analytic tasters.

2.2. Our belief is that the results of the survey can be extrapolated on a global level:

Confirmation 1

- i. According to Bloomberg premium wines earn between 70% and 99% profit margins : Premium wines are indeed expensive if you consider the cost of production and market wine. Retailing between €50 and €2.000 per bottles (sometimes higher) Bloomberg revealed that premium estates are "*yielding profit margins between 70 percent and 99 percent*".
- ii. According to the University of Florence the full cost to produce and market an elite wine amounts to € 11,21 per bottle.
- iii. According to the Financial Times (Jancis Robinson MW) the real cost to produce a classified Bordeaux was €4.20 in 2001. Taking into account the French inflation this would be €5.40 today. The cost of marketing is not included

Confirmation 2

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There indeed exist wines that are similar in style and quality at a fraction of the price of expensive premium wines. Blind tasting proof it again and again.

A good example is the blind tasting held by the *Grand Jury Européen* in the presence of 15 highly skilled tasters, including a World Sommelier of the Year (Olivier Poussier) and a leading French wine journalist (Michel Bettane). After tasting eleven Bordeaux wines in a random order, the outcome was as follows:

- i. **Quality:** the tasters judged the cheapest wine (€15) higher than nine premium wines retailing between €165 and €1.500:

1	Angélus	150 EUR
2	Reignac	15 EUR
3	Lafite Rothschild	450 EUR
4	Latour	450 EUR
5	Ausone	750 EUR
6	Mouton Rothschild	300 EUR
7	La Mission Haut Brion	165 EUR
8	Pétras	1.500 EUR (100 times more expensive)
9	Haut Brion	330 EUR
10	Margaux	390 EUR
11	Cheval Blanc	375 EUR

- ii. **Style:** the tasters were not able to distinguish the taste of Château Reignac (€15) from the taste of Château Angélus (€150).

Confirmation 3

Discovering new wines, grapes, regions, growers ... is indeed an almost impossible quest. Every vintage there are 400.000 new wines made by 20.000 winegrowers in more than 50 countries thereby covering more than 2.000 wine regions where more 1.000 wine grapes can be found.

Confirmation 4

It is indeed demonstrated that trained tasters are better tasters :

TERMS OF USE



- i. Qian Janice Wang (Oxford University's Crossmodal Research) and Domen Presern (Oxford University Blind Tasting Society) demonstrated that trained tasters have better accuracy in analysing structural elements;
- ii. Owen & Machamer demonstrated training improves people's ability to discriminate flavours when tasting wine;
- iii. Arivsenet, Guichard, Ballester demonstrated that trained panellists and experts can adapt an analytical strategy that helps them to distinguish different component of wine flavours, when compared to untrained panellists.

Confirmation 5

Trained tasters can indeed consistent qualify premium wines in a general manner, however not in a precise manner:

- i. Same wine, same Wine Magazine, different tasters : the Wine Advocate tasted Angélu 1998 twice: a first time by Robert Parker (93/100) and second time by Lisa Perrotti-Brown (98/100). Both tasters agreed that it is an excellent wine, but a 5 points gap proves that it is impossible to consistently rate a wine in a precise manner.
- ii. Same wine, same taster : Monica Larner (Wine Advocate) awarded Sassicaia 2010 twice: A first time 96/100, a second time 91/100. It's proven that the taster is capable to assess the general quality while the 5 points gap shows that it doesn't make sense to focus on precise ratings.
- iii. Same wine, different tasters, different magazines : if you consider the ratings from Château Mouton Rothschild 2014 from famous tasters like Robert Parker Wine Advocate's Neal Martin (95/100), James Suckling (99/100), Antonio Galloni's Vinous (97/100), WineSpectator's James Molesworth (96/100) and Tim Atkin MW (95/100), you can conclude that they agree on the fact it is an excellent wine, but it doesn't make sense to focus on precise ratings give the gap of 4 points between the highest and lowest ratings.

3. THE GRAND QRU CONCEPT

- 3.1. The base of our concept is a list marking on the one side a selection of popular wine styles and on the other side for each wine style the name of a premium wine of which participants in our survey (see 2.1.) indicated the most as his/her dream wine, but unfortunately out of budget.

TERMS OF USE



- 3.2. Grand Qru will turn to internationally highly skilled experts to find out which wines approach the style and the quality of one or more Benchmarks at a fraction of the price (in this document referred to as "Substitutes").
- 3.3. Grand Qru will communicate their tips (in this document referred to as 'Advice') towards Users through its e-Platform.

4. THE BENCHMARKS

- 4.1. Our Benchmarks are wines that many winelovers consider as their dreamwines if money doesn't matter (see 2.1). Given the budget they want to spend they are interested in Substitutes against a fraction of the price.
- 4.2. Each Benchmark wine has an unique combination of four characteristic styles that are determined by an official Master of Wine.
- 4.3. The current Benchmarks are as follows :

Pape Clément - Blanc	Pessac Léognan, Graves, France	Aromatic	Complex	Nutty	Rich
Zind-Humbrecht - Clos St Urbain	Gewurtztraminer, Alsace, France	Aromatic	Exotic	Fruit intense	Full bodied
Guigal - La Doriane	Condrieu, Northern Rhône, France	Aromatic	Exotic	Fruit intense	Mineral
Beaucastel - Rousanne V.V.	Châteauneuf-du-Pape, Southern Rhône, France	Aromatic	Exotic	Rich	Baked
Alphone Mellot - Edmond	Sancerre, Loire, France	Aromatic	Freshness	Restraint	Mineral
Trimbach - Clos St. Hune	Riesling, Alsace, France	Aromatic	Freshness	Mineral	Rich
Almaviva - Mouton Rothschild	Rothschild - Concha y Toro, Puento Alto, Chile	Aromatic	Fruit intense	Intense	Ripe
Chapoutier - l'Ermite - Blanc	Ermitage, Northern Rhône, France	Aromatic	Full bodied	Mineral	Rich
Château Margaux	Margaux, Bordeaux, France	Complex	Elegant	Mineral	Finesse
Penfolds Grange	Australia	Complex	Exotic	Fruit intense	Full bodied
Opus One	Napa Valley, California, US	Complex	Fruit intense	Full bodied	Ripe
Petrus	Pomerol, Bordeaux, France	Complex	Full bodied	Mineral	Tannic

TERMS OF USE



Vega Sicilia Unico	Ribera del Duero,	Complex	Restraint	Nutty	Finesse
Pingus	Ribera del Duero, Spain	Complex	Intense	Nutty	Ripe
Mouton Rothschild	Pauillac, Bordeaux, France	Complex	Intense	Tannic	Finesse
Kongsgaard - The Judge - Chardonnay	Napa Valley, California, US	Elegant	Freshness	Fruit intense	Nutty
Raveneau - Forets	Chablis Premier Cru, Burgundy, France	Elegant	Freshness	Restraint	Mineral
Romanée Conti	Richebourg, Burgundy, France	Elegant	Restraint	Mineral	Finesse
Jaboulet-Ainé - La Chapelle	Hermitage, Northern Rhône, France	Elegant	Spicy	Mineral	Tannic
Marcassin Vineyard, Pinot Noir	Sonoma County, California, US	Freshness	Fruit intense	Spicy	Nutty
Coche Dury - Les Perrières	Chablis Premier Cru, Burgundy, France	Freshness	Restraint	Mineral	Rich
Biondi Santi	Brunello di Montalcino, Tuscany, Italy	Freshness	Restraint	Mineral	Tannic
Catena Zapata - Argentino	Mendoza, Argentina	Fruit intense	Full bodied	Intense	Tannic
Tignanello	Toscana, Tuscany, Italy	Fruit intense	Jammy	Intense	Nutty
Gaja	Barbaresco, Piedmont, Italy	Complex	Restraint	Full bodied	Tannic
Conterno - Monfortino	Barolo, Piedmont, Italy	Complex	Expressive	Full bodied	Tannic
Masseto	Boglheri, Tuscany, Italy	Full bodied	Jammy	Intense	Nutty
Angelus	St Emilion, Bordeaux, France	Full bodied	Intense	Mineral	Nutty
Rayas	Châteauneuf-du-Pape, Southern Rhône, France	Full bodied	Intense	Mineral	Rich
Hirtzberger - Smaragd Honigvogl	Gruner Veltliner, Wachau, Austria	Full bodied	Intense	Over ripe	Rich
Clos St Jean - Deux Ex Machina	Châteauneuf-du-Pape, Southern Rhône, France	Full bodied	Intense	Rich	Baked
Beaucastel - Hommage à J. Perrin	Châteauneuf-du-Pape, Southern Rhône, France	Full bodied	Mineral	Rich	Baked
Lucien Le Moine	Clos Vougeot, Burgundy, France	Restraint	Mineral	Rich	Finesse
Sassicaia	Boglheri, Tuscany, Italy	Jammy	Mineral	Nutty	Ripe

TERMS OF USE



Guigal - La Mouline	Côte Rotie, Northern Rhône, France	Spicy	Mineral	Rich	Tannic
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4.4. We have the right to adjust the list at our sole discretion and without further notice.

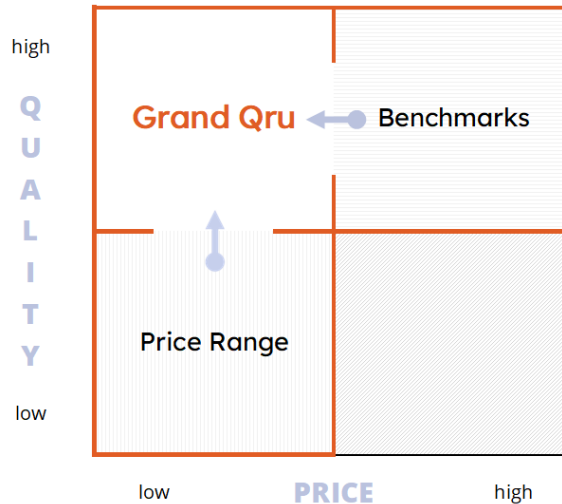
5. THE INDEPENDENT EXPERTS

- 5.1. On behalf of our Users, we give our trust to Experts (in this document referred to as "Experts"), namely highly skilled wine professionals – like certified sommeliers, journalists ... - with an (international) proven track record.
- 5.2. Experts will maintain a severe code of conduct equal to the code of Masters of Wine and Master Sommeliers: **they must be careful to describe the comparison between Benchmark and Substitute truthfully and with good sense, neither claiming virtues or prospects that do not exist or cannot be justified nor unreasonably exaggerating merit.**
- 5.3. It is important to know that Experts will act fully independentl which means that we have no right to influence their advices, nor is it allowed that we nominate Substitutes ourselves.

6. THE COMPARISON TEST

- 6.1. To be nominated as a Substitute a wine will pass three tests of comparison
 - i. The **retail price** of the Substitute must be lower than the retail price of its Benchmark, and
 - ii. The Substitute must be similar in **style** to the Benchmark, and
 - iii. The **quality** of the Substitute must excel in its price range

TERMS OF USE



- 6.2. The comparison of **price** will be checked on the date of nomination through Vivino or Wine-Searcher, being the two leading global platforms where retail prices can be checked.
- 6.3. The comparison of **style** will be done by an Expert and in order to pass the test an Expert must be able to determine whether the Substitute has at least two correspondent style characteristics as the Substitute. The main characteristics of the Benchmarks are predefined by an official Master of Wine.
- 6.4. The comparison of **quality** will be done by an Expert. In order to pass the test, the Expert must be convinced that the quality of the Substitute excels compared to peers in its price range
- 6.5. The reason of our special trust in the Expert as arbitrators is because it's proven that they are better analytic tasters (see 2.2.) and additionally, we believe that
 - i. Experts are less influenced by subjective matters when judging semi objective/subjective matters like style, aroma, smell, taste or quality;
 - ii. Experts have a skilled tasting memory by which they are capable to compare the style and quality of a wine without tasting the wines next to each other in real-time;
 - iii. Experts have a better nose for finding hidden gems.
- 6.6. Similarities of visual aspects like intensity of the colour between a Substitute and its Benchmark are of no importance. However, the main colour of both wines must correspond.
- 6.7. The origin (country, region or subregion) is of no importance, As such a Substitute can be made in Country X, Region Y and Subregion Z, while the Benchmark is made in Country A, Region B or Subregion C.

TERMS OF USE



- 6.8. The Expert will comment the nomination of a Substitute in a brief yet relevant manner.
- 6.9. Under no circumstances Users can expect that a Substitute and its Benchmark taste identical. Actually, this wouldn't be impossible as even the same wine from the same vintage will taste different depending on ageing history, decanting, pouring temperature, glassware ...

7. BLIND TASTINGS HELD BY GRAND QRU

- 7.1. We attach great importance to the reliability of the Expert Advices. For reasons of reliability control we will occasionally blind taste some Benchmarks and Substitutes (in this document referred to as "Tastings").

8. OUR RAISON D'ÊTRE

- 8.1. Grand Qru **fulfils the need from Users** for a reliable and independent source of wine advice that easily leads to affordable substitutes for their most wanted dream wines (see 2.1). That because the price of their dream wine is out of their budget.
- 8.2. Grand Qru **takes away the frustration of Users** that searching for wine can be too complex. The use of a limited number of Benchmarked dream wines with each a corresponding wine style is a simple and pragmatic approach that is easier to use than classic wine search based on hundreds, even thousands, of wine regions, grapes and growers (see 2.1).
- 8.3. Grand Qru **focuses on similarities with the dream wines of Users** (2.1.)

9. WHAT GRAND QRU DOES NOT OFFER

- 9.1. Under no circumstances will we produce wine, nor will we market wines under the Grand Qru private label.

TERMS OF USE



9.2. Under no circumstances will we nominate Substitutes, nor will we write advices ourselves.

10. E-PLATFORM

- 10.1. We provide our Users with an online electronical platform, emailing and social media applications (in this document referred to as "E-Platform"). The E-Platform aims to inform Users about the services of Grand Qru. Grand Qru aims to make access to information easier for Users via its E- Platform.
- 10.2. The use of the E- Platform goes hand in hand with certain rights and obligations as determined in these Terms of Use. The User is also expected to examine and to accept our Privacy Statement and all other rights and obligations that are mentioned on the E- Platform prior to accepting these Terms of Use.
- 10.3. These Terms of Use apply to us, Grand Qru, as well as to the User. A "User" (in this document referred to as also "You" or "Users") within the meaning of these Terms of Use is anyone who visits and uses our E- Platform in order to retrieve information.
- 10.4. Every User who consults and/or uses the E- Platform, declares to be aware of the Terms of Use and to accept the full implementation thereof. In that respect, Grand Qru urges every User to carefully study these Terms of Use prior to the use of the E- Platform as well as in the event of any notified adjustments.
- 10.5. Anyone who uses our E- Platform on behalf of a company or another legal entity is also personally bound to this agreement as User. This regardless of the existence of a separate agreement between Grand Qru and the company or legal entity in question.
- 10.6. Exceptionally, derogations to these Terms of Use are permitted insofar as these derogations are accepted by all parties and confirmed in writing. These derogations apply only to replace or complement the clauses to which they relate. They are without prejudice to the application of the other provisions in these Terms of Use.
- 10.7. Grand Qru Report is a concrete name of a newsletter that will be distributed via our E-platform to User. Users that subscribe to the Grand Qru Report will receive our newsletters.

11. RIGHT OF USE

TERMS OF USE



- 11.1. **General** : Every User has a limited, revocable and non-exclusive right of access, use and display of the E- Platform, including the database and content (in short: right of use).

In no case does the User have the right to sell, republish, redistribute, license or in any other way transfer the E- Platform and their content to a third party without the prior written consent of Grand Qru.

The User can terminate his right of use at any time and unconditionally by ceasing the use of the E- Platform.

- 11.2. **Limitations to the right of use** : The right of use is limited in the sense that the User should refrain from any actions that have or could have a harmful impact on the proper functioning and safety of the E- Platform and the other Users and/or on the use of the E- Platform. The use of the E- Platform may not be in violation of these Terms of Use, the applicable law, the rights of third parties and/or the generally accepted Internet code of conduct.

The following actions are absolutely prohibited:

- Using software programs that focus on the collection and acquisition of data. This includes spiders, crawlers, robots and similar software, but is obviously not limited to those listed.
- Using the E- Platform and its data for spamming, chain letters, junk mail and/or similar variations.
- Stalking other Users and/or trying to convince them of political and/or religious beliefs.

The above enumeration is in no way exhaustive.

- 11.3. **Measures** : Grand Qru can take all necessary and reasonable measures when the User acts in violation of the Terms of Use, the applicable law, the rights of third Parties or general accepted rules of conduct of the Internet. Grand Qru preserves a large margin of appreciation to take punitive or remedial measures and to determine the scope of that measure. Measures will always be in proportion to the violation.

Grand Qru has the possibility to temporarily or permanently suspend the User's right of use. In addition, Grand Qru can limit the general access of the User to the functionalities on the E- Platform, in part or completely and temporarily or permanently.

When acquired by the situation, the abovementioned measures can be taken without prior warning. The User does not have the right to ask reimbursements or damages for measures taken. The User has no right to request a refund or compensation for measures taken.

If the User finds that the measure taken is inappropriate or unfounded, he must bring this to the notice of Grand Qru within fifteen (15) calendar days after the action has been taken. Grand

TERMS OF USE



Qru will take these arguments into account upon assessment without being obliged to nullify the original measure(s).

- 11.4. **Disclaimer : Grand Qru is mainly focussed on wine and other alcoholic beverages :** If you are not allowed to drink alcohol for whatsoever reason, then you must refrain to use our e-Platform and/or to subscribe to our newsletter and/or to join our tastings and/or to use our advice and/or to use our products or services. That because Grand Qru is mainly focussed on wine and/or other alcoholic beverages.

12. OUR OBLIGATIONS

- 12.1. **Our values, proper functioning, security and accessibility :** You can be rest assured: we offer a user-friendly E- Platform. We take reasonable measures that to our best knowledge are necessary to ensure the proper functioning, safety and accessibility of our E- Platform. This refers to both technical, non-technical and organizational measures. Yet, we cannot give any absolute guarantee in this regard, and one must consider our actions as an obligation of means.

Every use of the E- Platform is always at the User's own risk. This means that we can never be held liable for damages arising from malfunctions, interruptions, harmful elements or defects of the E- Platform, regardless the existence of *force majeure* or an external cause. Grand Qru puts its E- Platform "AS IS" and "AS AVAILABLE" at the disposal of the Users, which means without any explicit or implicit guarantee concerning the proper functioning, security and accessibility.

Grand Qru can apply a temporary or permanent limitation of access to certain functionalities or a temporary or permanent restriction from the right of use, even without prior warning. In principle, we will only take such measures when justified by the circumstances. This is however no absolute condition.

- 12.2. **Content on the E- Platform :** Grand Qru takes reasonable measures to ensure that the information presented on the E- Platform is to our best knowledge complete, correct, up-to-date and accurate. However, Grand Qru cannot give any guarantees with regard to the quality and completeness of the information on the E- Platform. Therefore, Grand Qru cannot be held liable for (direct and indirect) damages suffered by the User as a result of the information on the E- Platform.

If certain content on our E- Platform should entail an infringement of our Terms of Use, the applicable regulations and/or a violation of the rights of third parties, and/or simply is not acceptable, we ask you to notify us as soon as possible. We will act quickly to make sure the reported content is modified, supplemented or deleted (in part or completely).

13. LIABILITY

TERMS OF USE



- 13.1. Grand Qru is only liable for repeated serious non-contractual breach caused in the performance of its obligations under these Terms of Use.
- 13.2. Grand Qru is in no way liable for any indirect damages that arise from its shortcomings. Indirect damages certainly include any kind of consequential damages, lost profits, financial or commercial losses, increasing the overall costs, increased personnel costs, damages for loss of clients and/or potential. This list is only indicative and certainly not exhaustive.
- 13.3. Grand Qru is not liable for any kind of loss and/or damages on the part of the User or a third party as long as Grand Qru acts in accordance with its Terms of Use and its Privacy Statement. In addition, Grand Qru is in no way liable for the actions and the resulting damages caused by its Users and/or third parties.
- 13.4. Grand Qru does not exclude its liability in case of fraud or wilful misconduct on the condition that the fraud or wilful misconduct is undeniable and fully proven attributable to Grand Qru.
- 13.5. If Grand Qru is prevented to fulfil all or part of its obligations to the other party due to circumstances beyond its control, there will be force majeure. Force majeure is interpreted very broadly and includes the acts of third parties. Grand Qru is in that case entitled to suspend its obligations for the duration of the force majeure.
- 13.6. In the event that the liability of Grand Qru is at stake as a result of a contractual or extra-contractual shortcoming imputable to User and/or Grand Qru suffers any damages, losses or costs (including costs for legal aid), the User has to take all necessary measure to indemnify Grand Qru against these adverse effects.
- 13.7. Grand Qru can never be held liable for (in)direct damages arising from participating a Tasting by Users. In the event that Grand Qru may change the date of a tasting and/or cancel a tasting, this will not give rise to a compensation.

14. LINKS TO OTHER WEBSITES

- 14.1. The content of our E- Platform can contain a link, hyperlink or framed link to external websites or other electronic portals. This does not necessarily mean that there is a connection between us and the external website, nor that we (implicitly) agree with the content of those websites.
- 14.2. We do not verify these external websites and we are not responsible for the secure and proper functioning of the link and the ultimate destination. The User who clicks on a link, leaves our E- Platform. Grand Qru cannot be held liable for any damages arising from the consultation or use

TERMS OF USE



of the external website. These external websites may not offer the same guarantees as we do. We recommend the User to carefully read the Terms of Use and Privacy Statement of these external websites.

- 14.3. In principle, the User is free to put a link, hyperlink or framed link to our E- Platform. We do, however, reserve the right to demand the deletion at any time without giving due cause.

15. PRIVACY

- 15.1. Grand Qru attaches great importance to privacy. That is why we want to inform our Users, to the fullest extent possible, about our policy concerning personal data. The User can be rest assured that Grand Qru takes reasonable care when processing personal data. Grand Qru guarantees that the processing and collection of personal data will at any time be done in accordance with the applicable privacy legislation, being the *Law of 30 July 2018 regarding the protection of the privacy against the processing of personal data (the Privacy Law)* on the one hand and the *EU Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or GDPR)* on the other hand.
- 15.2. Anyone who uses our E- Platform will in most cases disclose certain personal information. Personal data are collected and processed to the extent that it is necessary for the proper functioning of the E- Platform. The personal data are use within Grand Qru, including statistical and marketing purposes. Grand Qru declares having taken to our best knowledge reasonable legal and technical precautions to avoid any unauthorized access and use. Providing incorrect or false personal data is a violation of the Terms of Use.
- 15.3. By accepting the Privacy Policy, the registered person allows Grand Qru to send him / her informative or commercial messages via any available channel (e.g. emailing) regarding the products and services that Grand Qru offers in the broadest meaning. This also includes announcing events, new services or competitions.
- 15.4. Grand Qru has the right to transfer all or part of the activities through incorporation, merger, acquisition? purchase, sale, license, or contribution from or to a third company. In the present case, the registered Grand Qru grants the right to transfer all or part of its data and to use it for services similar to those that Grand Qru intends in the broadest sense.
- 15.5. For more information about the guarantees with regard to the protection of your personal data, we kindly refer you to our Privacy Statement.

16. INTELLECTUAL PROPERTY

- 16.1. Creativity deserves protection, and so does our E- Platform and its content. This protection is provided by intellectual property rights which belong to all entitled parties, being Grand Qru and third parties. Content means the very broad category of photos, video, audio, text, ideas, notes, drawings, articles, etc. All this content is protected by copyright, software rights, database right, design and model rights and other applicable (intellectual) property rights. Also the technical character of our E- Platform can be protected by copyright, software rights and database right. We ask our Users not to use and/or abuse and/or modify any applicable intellectual property rights as described in this article, without the consent of the entitled party.
- 16.2. The trade name Grand Qru, the related tag lines, logo(s), colour combination and every trade name that we use on our E- Platform ourselves can also be protected by applicable intellectual property rights. We ask our Users not to use and/or abuse and/or modify any applicable intellectual property rights as described in this article, without the consent of the entitled party.
- 16.3. The User undertakes not to violate any applicable intellectual property rights of Grand Qru or any other party in any way. Grand Qru can in no way be held liable should the User violate the intellectual property rights of third parties. Possible factual or legal consequences are thus fully for the account of the User.

17. MISCELLANEOUS

- 17.1. Grand Qru is free to modify, freeze, expand, limit or terminate the E- Platform at all times. The use of this right requires no prior notice and does not give rise to a compensation.
- 17.2. The nullity or invalidity of (a part of) a provision of these Terms of Use does not affect the applicability of the remaining provisions. The disputed provision is considered to stand alone. Grand Qru has the right to replace the provision by a valid provision of similar purpose. The use of (sub-)titles in the Terms of Use has a purely illustrative value.
- 17.3. We have the right to change our name, or to change a part of our name, and/or to operate, to co-operate, to distribute, to subdivide, to share, to merge and/or to licence our e-Platform, services and products under other names or designations, logos, ... Use of this right is at our own discretion and requires no prior notice.
- 17.4. We may render other features and services of interest to Users and to those in the wine trade via her e-Platform and her newsletter(s). The choice of such features and services is made at our sole discretion and without notice.

TERMS OF USE



- 17.5. We may render other features or services to Users based on our wine concept related to other lifestyle products via our e-Platform and/or newsletter(s). The choice of such features or services is made at our sole and without notice.
- 17.6. We may change the name of our newsletter(s), or split the newsletter in sub-newsletters, or issue new newsletter(s) under a new name(s) at our own discretion and without notice to Users.
- 17.7. We have the right to (partly) change our concept, our admission criteria for Substitutes, Benchmarks or Experts, and to recruit or to dismiss Experts. The use of this right requires no prior notice and it does not give rise to a compensation.
- 17.8. Grand Qru has the right to add marketing for other products or services to its e-Platform and/or Newsletter(s). Use of this right is at our discretion and requires no prior notice.
- 17.9. Grand Qu has the right to refuse or to withdraw a nomination of a Substitute without further notice and it does not give rise to a compensation.
- 17.10. These Terms of Use are exclusively governed and interpreted in accordance with Belgian law. In case of dispute concerning the validity, interpretation, enforcement and performance of these Terms of Use, parties are committed to resolve disputes as much as possible in mutual consent. If no amicable solution can be achieved, the dispute will be submitted to a center for arbitration and mediation (such as CEPINA) or a competent court. Disputes fall under the competence of the courts of the judicial district of Limburg (Belgium)

18. ADDRESS AND REGISTRATION NUMBER

Grand Qru is owned by Tom Baert

Berenbroekstraat 28
3600 Genk
Belgium
Trade Register BE 0 xxx xxx xxx