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## General Terms and Conditions

### 1 General

**1.1** <sup>1</sup> The offer on the weinfreaks.de website is aimed at both *consumers* and *entrepreneurs* within the meaning of the German Civil Code (cf. § 13 and § 14 there) – both below referred to as *users, subscribers* or *buyers*, depending on the context – and, in addition to the general free use of the website, primarily includes paid editorial content on topics from the German and international wine world. <sup>2</sup> Visitors to the website can register as users (→ section 2) in order to obtain services that go beyond general free use (→ sections 3 to 5).

**1.2** <sup>1</sup> Access to wine ratings that result from wine tastings is generally free of charge for all visitors to the website. <sup>2</sup> The decision as to which content of the website also requires special access authorizations (→ section 3) is the sole responsibility of the *service provider* (in short: *provider*) of weinfreaks.de – hereinafter also referred to as *vendor*, depending on the context –,

Werner Elflein

Schillerstrasse 78

41464 Neuss

Germany

Phone: +49 2131 2049036

Fax: +49 2131 2049037

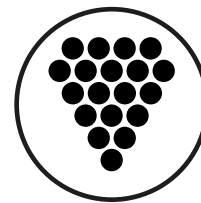
E-mail: info@weinfreaks.de

Value added tax identification number: DE361208816

**1.3** <sup>1</sup> If the registered user orders paid digital services or goods via the weinfreaks.de website, a purchase contract is concluded between him and the provider (→ section 6).

<sup>2</sup> A prerequisite for the conclusion of a purchase contract is that the buyer has reached the age of 18 at the time of the order and is fully legally competent.

**1.4** <sup>1</sup> The law of the Federal Republic of Germany applies to all purchase contracts concluded on the weinfreaks.de website, excluding the *United Nations Convention on*



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*Contracts for the International Sale of Goods.* <sup>2</sup> If the buyer has his usual place of residence or company headquarters in another country at the time the contract is concluded, the application of mandatory legal provisions of this country remains unaffected by the choice of law in sentence 1.

**1.5** <sup>1</sup> The user can choose whether the contents of the website are displayed in German or English. <sup>2</sup> For the conclusion of a purchase contract between buyer and provider, the language that was selected at the time the contract was concluded is the contract language.

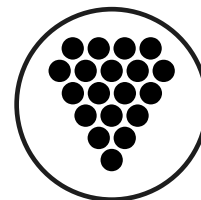
## **2 User account**

**2.1** <sup>1</sup> The provider offers a user account on weinfreaks.de to the user which is free of charge. <sup>2</sup> The user account is used to order digital services, such as receiving the regularly published newsletter sent by e-mail, and to conclude purchase contracts (→ section 6).

**2.2** <sup>1</sup> Registration is required to open a user account. <sup>2</sup> When registering, the provider always collects the user's first and last name as well as the e-mail address. <sup>3</sup> Unless the user declares otherwise, he is acting as a consumer. <sup>4</sup> If the user is an entrepreneur and acts as such, he must declare himself to the provider as an entrepreneur and, when registering, designate a natural person who will act on his behalf. <sup>5</sup> The provider checks the correctness of the e-mail address with the help of a so-called double opt-in. <sup>6</sup> If the user is an entrepreneur, the provider collects the address of the user. <sup>7</sup> If the entrepreneur has his registered office within the European Union and owns a value added tax identification number, he must state this. <sup>8</sup> If the user is a consumer, the provider only collects the address if he needs it for an offer, as a billing address or to identify of a professional employee in the wine business (→ section 4).

**2.3** By registering, the user agrees to the provider's General Terms and Conditions and to the processing of his personal data in accordance with the Privacy Policy published on the weinfreaks.de website.

**2.4** <sup>1</sup> After successful completing his registration, the user will receive his login data in the form of his unique, unchangeable user ID and a password. <sup>2</sup> The user can log in to the provider's website with his login data in order to access his user account or to use the



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provider's services. <sup>3</sup> Instead of the user ID, the user can also use his e-mail address stored in the user account to log in.

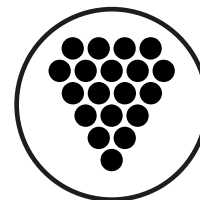
**2.5** <sup>1</sup> In the event of a lost password, the user can request a new password at any time by providing his user ID or e-mail address. <sup>2</sup> Before the provider creates a new password, he obtains explicit confirmation from the user for sending a new password to the user's e-mail address. <sup>3</sup> For this purpose, the provider sends a web link with a unique confirmation code to the user's e-mail address. <sup>4</sup> The provider only sends a new password to the user if the user has confirmed his request within two days by calling up the web link. <sup>5</sup> When the new password is assigned, the previous password loses its validity.

**2.6** <sup>1</sup> The user undertakes to keep his password secret and to inform the provider immediately if he suspects that his password may have become known to unauthorized persons. <sup>2</sup> The user is responsible for the disclosure of his password and any resulting damage, unless the provider is responsible for the disclosure.

**2.7** <sup>1</sup> The user can manage his personal data himself in his user account. <sup>2</sup> All personal data must be complete and correct at all times. <sup>3</sup> In particular, the use of abbreviations and pseudonyms for the first or last name as well as any other information that is generally suitable for disguising the identity of the user is not permitted. <sup>4</sup> The user undertakes to update his user account without delay as soon as there are changes to his personal data stored there. <sup>5</sup> In particular, he must ensure that information relevant to the contract reaches him at his e-mail address. <sup>6</sup> The provider is not responsible for any access obstacles to the e-mails sent by him outside his sphere.

**2.8** <sup>1</sup> If the user's e-mail address changes, the provider will obtain confirmations of the intended change from the user. <sup>2</sup> For this purpose, the provider first sends a web link with a unique confirmation code to the user's current e-mail address. <sup>3</sup> After the user has confirmed the change within two days by calling up the web link, the provider sends another web link with a unique confirmation code to the future e-mail address. <sup>4</sup> The future e-mail address is only valid if the user also confirms the change within two days by calling up the second web link. <sup>5</sup> If the user no longer has access to his e-mail address stored in the user account, he must inform the provider of this fact immediately.

**2.9** <sup>1</sup> The provider reserves the right to permanently delete or lock user accounts in which incomplete or recognizably incorrect personal data has been stored. <sup>2</sup> If it turns out that the



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user has fraudulently entered into a purchase contract using a false identity, a false address or other false personal or company data, the provider will take immediate legal action.

**2.10** <sup>1</sup> The user is obliged to use his user account exclusively in accordance with its real purpose. <sup>2</sup> If the provider determines that the user is acting contrary to this, the provider will lock the user account. <sup>3</sup> The provider reserves the right to take legal action against the user if the user's actions have violated applicable law. <sup>4</sup> The provider is generally entitled to make use of his virtual domiciliary rights within the limits of the existing legal regulations and to exclude users.

**2.11** After the provider has locked his user account, the user is prohibited from opening another user account with a different e-mail address, unless there are objective reasons for opening another user account and the provider has expressly consented to the opening in writing or initiated the opening.

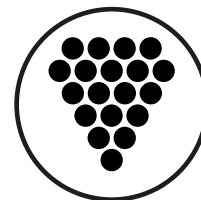
**2.12** <sup>1</sup> The user has the right to delete or lock his user account. <sup>2</sup> A deletion or locking by the user is only possible if there is no active subscription (→ section 5). <sup>3</sup> Deletion is only possible if no purchase contract has been concluded between the provider and the user within the provider's statutory retention period. <sup>4</sup> A locked account can be unlocked by the provider at the user's request. <sup>5</sup> The provider does not have to agree to the unlocking.

### **3 Special access rights**

<sup>1</sup> In addition to the generally free content of the website, the provider also offers content that is not freely accessible and requires special access rights. <sup>2</sup> The provider can grant employees in the wine business free access to this content under the conditions in section 4. <sup>3</sup> For subscribers (→ section 5), access to the content that is not freely accessible is subject to a fee.

### **4 (Self) Employees in the wine business**

**4.1** <sup>1</sup> A user who is professionally (self) employed in the wine business can request free access to all content for the duration of his employment. <sup>2</sup> The user can submit his request already during registration or later in his user account.



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**4.2** <sup>1</sup> For the examination of his application, the user must submit suitable proof to the provider within two weeks of submitting the application, which clearly shows his (self) employment. <sup>2</sup> If the user is a trainee or salaried employee, a certificate signed by the trainer or employer with his contact details is valid as proof if the certificate is not older than one month and it clearly and unequivocally states the identity of the user, the type and temporal scope of the employment, the connection to the wine business and the expected length of employment. <sup>3</sup> The proof should be sent to the provider by e-mail or fax. <sup>4</sup> Documents that reach the provider by post will not be returned and will be destroyed after examination has been completed.

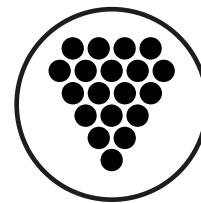
**4.3** <sup>1</sup> The provider reserves the right to reject applications which appear to him to be unfounded. <sup>2</sup> The decision on this rests solely with the provider.

**4.4** <sup>1</sup> If the provider accepts the application, the user will receive free access to all content. <sup>2</sup> The activation of free access replaces the subscription (→ section 5).

**4.5** The provider reserves the right to limit the duration of the free access if it is apparent that the user's employment is limited in time or will end in the foreseeable future.

**4.6** <sup>1</sup> The provider is entitled to request information from the user at most once within 24 months and without giving reasons as to whether he is still professionally employed in the wine business. <sup>2</sup> Upon request, the user must again provide proof according to the conditions in 4.2. <sup>3</sup> After verification, the provider is entitled to withdraw the user's free access to all content if it concludes that the user is no longer any professionally activity in the wine business. <sup>4</sup> The decision on this rests solely with the provider.

**4.7** <sup>1</sup> If the user's professional employment in the wine industry, which previously justified the free access to all content, ends, the user is also obliged to inform the provider immediately and within one week of the termination, even if he takes up another activity in the wine business in a timely manner. <sup>2</sup> If the user fails to do so or informs the provider too late, the provider is entitled to demand compensation from the user. <sup>3</sup> The amount of compensation corresponds to twice the costs for a subscription (→ section 5) that would have been incurred at least during the period in which the user used the free access without authorization, but at most over period of two years. <sup>4</sup> The provider is entitled to demand again proof from the user in accordance with the conditions in 4.2 if the user takes up another activity in the wine business.



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**4.8** The activation of free access does not entitle the user to claim back costs that the user previously paid for a subscription (→ section 5) that was still valid at the time of activation.

**4.9** <sup>1</sup> The granting of free access to all content is a voluntary service of the provider. <sup>2</sup> The provider may terminate the offer and discontinue the service at any time without giving reasons.

## **5 Paid Content**

**5.1** <sup>1</sup> To access paid content on the Website, users may take out a subscription.

<sup>2</sup> A subscription is a purchase contract in accordance with the conditions in section 6.

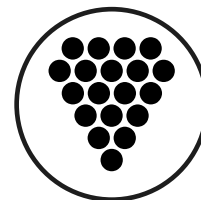
<sup>3</sup> A subscription is bound to a fixed term. <sup>4</sup> The subscriber usually has a choice between subscriptions with different terms.

**5.2** <sup>1</sup> A prerequisite for the conclusion of a subscription is that the user has registered on the provider's website and is logged in. <sup>2</sup> The subscriber may not take out a second subscription during the term of a subscription. <sup>3</sup> A subscription ends after its term without the need for a notice of termination. <sup>4</sup> After termination of his subscription, the user may take out a new subscription at any time.

**5.3** If the provider locks the user for good cause in accordance with 2.9 or 2.10, the user is not entitled to a refund of any payments previously made for a subscription that was still valid at the time of the lock.

## **6 Purchase contracts, prices, deliveries**

**6.1** <sup>1</sup> The paid goods and services advertised on the website represent an invitation to the buyer to submit an offer. <sup>2</sup> With his order, the buyer submits a concrete offer. <sup>3</sup> The vendor only accepts the offer when the buyer has paid the purchase price in full. <sup>4</sup> With the acceptance of the offer, the purchase contract between the buyer and the vendor is deemed to have been concluded. <sup>5</sup> After the conclusion of the purchase contract, the vendor issues an invoice to the buyer. <sup>6</sup> The buyer waives the right to a paper invoice. <sup>7</sup> The vendor sends the invoice electronically by e-mail as an attachment in Portable Document Format to the buyer.



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**6.2** Purchase contracts between the buyer and the vendor are generally concluded as purchase contracts under distance selling law.

**6.3** <sup>1</sup> All prices for advertised goods and services displayed to the buyer on the website include statutory value added tax, insofar as this is to be paid by the vendor, and other price components. <sup>2</sup> Packaging and shipping costs for the delivery of goods shall be bindingly notified by the vendor to the buyer prior to the conclusion of the purchase contract.

<sup>3</sup> If customs duties are charged for the delivery to areas outside the European Union, these are generally to be borne and paid by the buyer. <sup>4</sup> The buyer is obliged to check in advance with his local customs office the laws and regulations applicable in his country that he has to comply with when importing goods.

**6.4** <sup>1</sup> All information on the availability of goods displayed to the buyer on the website includes the processing time until handover to the parcel service. <sup>2</sup> If there are delays due to the late availability of goods for which the vendor is not responsible or for other important, unforeseeable reasons, the vendor will immediately inform the buyer of the longer processing time.

**6.5** <sup>1</sup> Deliveries are made worldwide to all delivery areas of Deutsche Post DHL Group under the contract terms of the parcel service. <sup>2</sup> The delivery is always climate-neutral with the GoGreen shipping option.

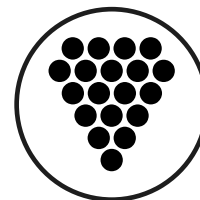
**6.6** <sup>1</sup> The delivery time for domestic shipments is approximately two to four days.

<sup>2</sup> International delivery times can be found on the Deutsche Post DHL Group website.

<sup>3</sup> For the purpose of tracking the shipment, the vendor will provide the buyer with the tracking number of the parcel service.

## **7 Right of withdrawal**

**7.1** <sup>1</sup> As a consumer, but not as an entrepreneur, the buyer has the right to withdraw from a purchase contract in whole or in part within 14 days without giving a reason, provided that this does not conflict with the provisions in 7.2. <sup>2</sup> In the event of a partial withdrawal, the withdrawal can only relate to individual invoice items or their number of items.



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**7.2** <sup>1</sup> There is no right of withdrawal from contracts for the delivery of

1. goods which are not prefabricated and for the manufacture of which an individual selection or determination by the buyer is decisive or which are clearly tailored to the personal needs of the buyer,
2. goods that can spoil quickly and whose expiry date would soon be exceeded,
3. goods that are not suitable for return for reasons of health protection or hygiene if their seal was removed after delivery,
4. goods which, due to their nature, have been inseparably mixed with other goods after delivery,
5. alcoholic beverages, the price of which was agreed upon at the time of conclusion of the contract, but which can be delivered no earlier than 30 days after conclusion of the contract and the current value of which depends on fluctuations in the market over which the vendor has no influence,
6. sound/video recordings or computer software in a sealed package if unsealed after delivery, or
7. newspapers, periodicals or magazines, provided these are not subscription contracts.

<sup>2</sup> There is also no right of withdrawal for digital content if

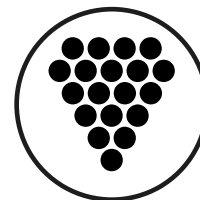
1. the vendor has already started to fulfill the contract,
2. the buyer has expressly consented to the vendor commencing performance of the contract before the expiry of the withdrawal period and the right of withdrawal, and the right of withdrawal thereby expires, and
3. the buyer has received confirmation from the vendor that the right of withdrawal has expires.

**7.3** The withdrawal period begins on the day on which the buyer has received the delivery of the goods or, in the case of partial deliveries, the last partial delivery.

**7.4** <sup>1</sup> In order to exercise his right of withdrawal, a clear, written and informal declaration by the buyer of his decision is sufficient. <sup>2</sup> The buyer can also use the withdrawal form provided by the vendor, but is not obliged to do this. <sup>3</sup> The declaration may be sent by e-mail or fax. <sup>4</sup> The timely dispatch of the declaration is sufficient to meet the deadline.

**7.5** <sup>1</sup> If the buyer withdraws from a contract, the vendor reimburses him immediately, no later than fourteen days after receipt of the withdrawal, for all payments that the vendor has





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received from the buyer, including delivery costs.<sup>2</sup> If the buyer withdraws from a contract only partially, the vendor reimburses him immediately, no later than fourteen days after receipt of the withdrawal, for all payments that the vendor has received from the buyer, with the exception of delivery costs.<sup>3</sup> For the refund, the vendor uses the same means of payment that the buyer used for the payment.<sup>4</sup> There is no cost to the buyer for the refund.<sup>5</sup> For goods returned by ordinary post, the vendor may refuse to refund until the goods have been returned to him or the buyer has provided proof that he has sent the goods back.

**7.6** <sup>1</sup> The buyer must return or hand over the goods to the vendor within fourteen days from the day on which he informed the vendor of the withdrawal from the contract.<sup>2</sup> The deadline is met if the buyer sends the goods before the period of fourteen-day has expired.<sup>3</sup> The buyer bears the direct costs of returning the goods.

**7.7** The buyer is only liable for any loss in value of the goods if the loss in value is due to handling other than what is necessary for checking the quality, characteristics and functioning of the goods.

## 8 Dispute resolution

<sup>1</sup> The European Commission has provided a platform at <https://ec.europa.eu/consumers/odr> for the out-of-court settlement of disputes arising from purchase contracts concluded by consumers on the Internet.<sup>2</sup> The vendor is legally obliged to refer to the dispute resolution platform.<sup>3</sup> However, he is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.

Status: 22 October 2023