

General Terms of Use

Version : 15/03/2026

Article 1 – Legal Notice and Identification The website www.winevizer.com, the administration platform app.winevizer.com, and the digital wine menus hosted on resto.winevizer.com are published by:

- **Company Name:** SRL Winevizer
- **Registered Office:** Mons, Belgium
- **Company/VAT Number:** BE1034941894
- **Contact:** Via the contact form on the website or the support email address.
- **Hosting:** All services are hosted on servers located within the European Union (OVH).

Article 2 – Purpose and Acceptance The purpose of these Terms of Use (TOU) is to define the conditions for accessing and using the vitrine website, the software administration platform, and the digital menus. Access to the sites or the creation of an account implies the unreserved acceptance of these terms by the user, whether they are a simple visitor or a professional client.

Article 3 – Access to Services 3.1. **Vitrine Website:** Access to public information is free and open to all. 3.2.

Administration Platform: Access to the management interface is reserved for clients who have subscribed to a plan. The user is responsible for maintaining the confidentiality of their login credentials. 3.3. **Digital Menus:** Access to resto.winevizer.com is intended for the end customers of Winevizer's clients.

Article 4 – Intellectual Property All elements constituting the website and the application (including but not limited to text, graphics, software, PHP/Symfony and Angular source codes, logos, and databases) are the exclusive property of SRL Winevizer. Any reproduction, representation, or distribution, in whole or in part, of the content without express authorization is strictly prohibited.

Article 5 – Personal Data Protection (GDPR) In accordance with the General Data Protection Regulation (GDPR), SRL Winevizer is committed to protecting user privacy.

- **Data Collected:** Last name, first name, email address, connection data, and establishment information.
- **Purposes:** Subscription management, technical support access, tool improvement, and sending service-related communications.
- **User Rights:** Every user has the right to access, rectify, port, and erase their data. These rights can be exercised by simple written request.
- **Supervisory Authority:** The competent authority for any dispute regarding data processing is the **Data Protection Authority (APD)** in Belgium.

Article 6 – Cookie Management The website and the platforms use cookies to improve the user experience.

- **Technical Cookies (Mandatory):** These enable navigation, session memory, and account security. They do not require prior consent.
- **Analytical Cookies (Optional):** These measure audience and feature usage to optimize the tool. Users can opt-out via the cookie banner during their first visit.
- **Settings:** Users can configure their browser to refuse cookies, though this may degrade certain features of the platform.

Article 7 – Liability 7.1. **Content:** The client is solely responsible for the data they input (wine descriptions, prices, images). 7.2. **Availability:** SRL Winevizer endeavors to maintain continuous access but cannot be held liable for interruptions due to maintenance or internet network failures. 7.3. **Usage:** The user agrees to comply with local laws in force regarding the promotion of alcoholic beverages in their country of operation.

Article 8 – Data Portability and Reversibility Any client with an active account may, at any time and free of charge, export all of their data (personal data and product catalog) via the export tools available in the administration interface.

Article 9 – Force Majeure SRL Winevizer shall not be held liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to large-scale power failures, massive cyberattacks (DDoS), telecommunications service interruptions, or data center fires.

Article 10 – Amendments to the TOU SRL Winevizer reserves the right to modify these TOU at any time to adapt to technical or legislative changes. Modifications are binding as soon as they are posted online.

Article 11 – Governing Law and Jurisdiction These TOU are governed exclusively by **Belgian law**. Any dispute relating to the use of the website or the platform shall, in the absence of an amicable agreement, be brought before the **Courts of Mons (Belgium)**.
