

## **Whiskystats General Terms and Conditions**

### **Introduction**

Whiskystats B.V. (“Whiskystats”, “we” or “us”, company details below) offers a subscription service that provides its members access to the most comprehensive, transparent and trusted source of secondary market values of (mostly) whisky (“Service”). At Whiskystats we connect factual bottle information with whisky ratings, retail and secondary market price observations to provide valued insights for whisky enthusiasts, collectors, investors and professionals.

These General Terms and Conditions (“Terms”), as well as our Privacy Statement (“Privacy Statement”), apply to your (“you”, “Member”) use of the Service (which includes visits to the Whiskystats websites).

By using our website(s) and registering for the Service, you expressly confirm acknowledgment and acceptance of the Terms and agree to be bound by them.

### **Our Service, age restrictions**

Our Service is an online platform which provides Members with information (e.g. bottle facts, market-indices, market values and prices) on (mostly) whisky. We do not sell, nor does the Services provide any option to buy, any alcoholic products..

Each and every Member must be of legal drinking age in its country of residence to be allowed to use the Service. If no such law exists in a Member’s country of residence, the Member has to be over 21 years old to use the Service. We have the right to ask you to provide proof of your age and/or to provide further identification to prevent underage usage and/or for any other legal or legitimate purpose. By using the Service, and by creating an account you represent, warrant and confirm that you are of legal age.

You acknowledge that the Service is protected by copyrights and database rights. The Service and your account are for your personal use only and may not be shared with any third parties. We grant to registered Members a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service and to view its contents (“License”). Without limiting the foregoing, the License does not include (a) the right to resell or use the Service commercially (unless explicitly allowed under the applicable subscription plan), (b) the right to make the Service publicly available or use for public display, (c) any downloading, duplicating, or copying, collection and use of any contents of the Services, e.g. bottle information, descriptions, ratings, retail and secondary market price observations, values, etc., (d) the right to license, use, sell, archive, reproduce, distribute, modify, perform, publish, create derivative works from, offer for sale, or use of the Service. Further, you shall not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections, decompile, reverse engineer or disassemble the Service and any software related to or used in or by the Service.

Without prejudice to the section Liability below, the Service may be temporarily unavailable during maintenance, updates, etc. We shall make reasonable efforts to inform you of any unavailability due to maintenance or updates.

### **Member registration and accounts**

You must create an account to be able to use our Service where the following personal information is required: username, a valid email address, country of residence and a password. Additional personal information may be provided by you if you wish to do so. Please read our Privacy Statement for more information on our use and processing of your personal information.

You are responsible for all activities through your account. You are responsible for the accuracy of the information you provide to us in relation to your account, and for updating it where necessary. We may terminate or temporarily suspend your account to protect you, ourselves or our partners from (suspected) identity theft or other (suspected) fraudulent (e.g. false, misleading, deceptive) activity. You have the obligation to keep your login credentials confidential. You shall not authorize any others to use or access your account.

### **Subscription plans**

We may offer different subscription plans, including trial, free and paid subscriptions plans, plans offered by third parties in conjunction with their own products and services. Different functionalities, restrictions and terms may apply to the different subscription plans. These will be provided to you when you choose a subscription plan, when you register, or will be stated in other communications addressed to you.

Your membership to the Service will continue until terminated. To use the Service on a paid subscription plan, you must provide us with one or more payment methods. We will communicate on the Service which payment methods are currently available and accepted by us. You authorize us to charge your membership fees for the upcoming billing cycle through your chosen payment method unless you terminate your membership to the Service before your billing date (see “Termination” below).

We may change our subscriptions plans, functionalities, restrictions on certain subscription plans and prices of the Service, as well as the Terms, from time to time. You will be notified of any changes through the Service and/or by email. However, price changes, changes to subscription plans and changes to the Terms will not take effect until after the current billing cycle. Your continued use of the Service after any updated or changed Terms take effect will constitute acknowledgement and (as applicable) acceptance of those changes or updates to the Terms.

### **Billing**

The subscription to the Service will be charged to the payment method selected by you and is paid in advance. The length of the billing cycle depends on the type of subscription plan you choose when you register for the Service. If a payment is not processed because, for example, the expiry date of your payment method(s) has passed or the balance is too low, we may suspend your access to the Service until we have been able to debit a valid payment method. You remain responsible and liable for amounts that we have not been able to collect.

Depending on the payment method you choose, the payment method provider may charge you certain additional costs for the use of those payment methods, such as costs for international transactions or other costs for processing your payment method. Local taxes may differ per payment method. The subscription fee communicated on the Service are exclusive of additional costs for the use of payment methods, and inclusive VAT (if applicable). For more information on payment method costs, please contact the provider of your payment method.

## **Termination**

You may terminate your subscription plan at any time before the end of a current billing cycle. If you terminate your subscription plan, you will continue to have access to the Service until the end of your billing cycle. Payments are non-refundable and we do not offer refunds or credits for partial subscription periods or if you did not use your subscription plan. To terminate *login to your account, go to the "settings page", select plan & billing and follow the cancellation instructions*. If you terminate your subscription, your account will be automatically return to the *starter* level at the end of your current billing cycle.

To completely delete your account *login to your account, go to the "settings page", select "account" and select: delete account*.

We reserve the right to immediately and without prior notice deactivate, suspend and/or terminate your account if you do not abide by the Terms, if you act unlawful, if you do not act or use the Service in good faith, or if you cause any harm whatsoever to the Service, to other Members, to other persons or to us. You shall be notified of the deactivation, suspension, or termination via the email address linked to your account.

## **Member behavior and Member contributions**

Regardless of whether the Service offers the functionality to contribute, you are solely responsible and liable for any content and information that you create, upload, post, publish, link to, duplicate, transmit, record, display or otherwise make available on the Service or to other Members, such as chat messages, text messages, videos, audio, audio recordings, music, pictures, photographs, text and any other information or materials, whether publicly posted or privately transmitted ("Contributions").

You shall not contribute any discriminatory, racially offensive, abusive, offensive, threatening, intimidating, inaccurate, incomplete, obscene, profane, harassing, or illegal material and/or Contributions, or any other Contributions that infringes, or may infringe, or violates or may violate, any third party's rights, including intellectual and industrial property rights, rights of privacy and publicity.

You acknowledge, understand and agree that we are not obligated to review, check or monitor any Contributions, but we may do so. Furthermore, we may (without prior notice and without giving reasons) change, delete or alter any Contributions, whether in whole or in part, that in our sole judgment and discretion violates these Terms, is unlawful, is in any way harmful to you, Members, us, the Service or any third parties.

You hereby grant to us (including our parents, affiliates, subsidiaries, (sub)licensees, assignees, successors, authorized third party contractors), the worldwide, perpetual, irrevocable, unlimited in any way, non-exclusive, transferable, free of charge and fully paid-up, right and license to duplicate, copy, reproduce, distribute, publish, display, make available, perform, use, store, record, play, adapt, alter, modify, make derivative works of, or in any other way exploit your Contributions (including any past Contributions you already posted/created on the Service (and any previous version thereof)), through any and all means and media, whether now known or hereafter devised, including but not limited to the internet, websites, print, magazines, books, mobile applications, games, commercials, etc. We have the right to transfer, assign the license granted by you to us, or grant licenses and

sublicenses to our licensees, or have and allow them granting sublicenses to licensees to any other parties.

You hereby represent and warrant that you are authorized to make any Contributions, that your Contributions and the use by us will not infringe or violate the rights of any third party. You will defend (at our option), indemnify and hold harmless us and our parents, affiliates, subsidiaries, (sub)licensees, assignees, successors, authorized third party contractors from any and all loss, damage, claim, liability or expense (including reasonable outside legal fees and costs) actually incurred as a result of a third party claim arising out of a breach or alleged breach of your obligations, representations and warranties made herein.

### **Liability**

Nothing in the Terms shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from gross negligence or willful misconduct by us.

The Service has been prepared by us solely for information purposes to Members and the Service is based on information we consider reliable and we obtain the contents of the Service from a number of different third party sources (including Contributions), but we do not endorse, support, represent, warrant or guarantee the completeness, truthfulness, accuracy, or reliability of the Services and any information therein.

The Service, including any information contained therein, does not constitute any advice (such as but not limited to investment advice, tax advice, financial, economic advice) and is not intended as recommendations (whether personal, in general, or otherwise) to invest in companies, products, services. Any investment and purchase made, or action(s) taken based upon (information in) the Service may and will involve significant risk (such as, but not limited to loss, total loss). Past “performances” (e.g. values, ratings, etc.) of products (e.g. bottles, casks) and companies (e.g. distilleries) listed in the Services are not indicative of, nor are guarantee of future results.

Before making any decision (e.g. purchase, investment) whatsoever based on the Service you should consider obtaining third party professional/expert advice on the matter, and you should consider whether such the decision is suitable and feasible with respect to (inter alia) your financial status and situation, your particular knowledge/experience on the matter (e.g. products, companies) involved.

To the maximum extent permitted by law, we expressly disclaim all warranties and representations with respect to the Services, whether express, implied, statutory or otherwise, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses or results from use of the Services, that the Services will meet specific requirements, that the Services will be available or uninterrupted, secure or free of errors. You acknowledge and agree that the Service is provided on an “as is” and “as available” basis.

Neither Whiskystats nor any of its group companies (including any subsidiary, affiliate or holding company), directors, officers and employees shall in any way be liable or responsible (whether directly, indirectly, consequential) for any costs, claims, damages, liabilities and other expenses, including any consequential loss, suffered by you resulting from your use of the Service.

### **Miscellaneous**

We may, but are not under any obligation, to release new functionalities and tools or other features for the Service every now and then. Any new functionalities, tools and features shall be part of and governed by the Terms from the moment they are launched and/or available. Further, we reserve the right to modify, change, discontinue the Service, add or remove features, update the Service, change its appearance, temporarily and permanently, at any time, in whole or any part thereof.

We may sell, license, transfer, assign or in any other way dispose of the Service (including Members) to any third party without any notification to you, e.g. (but without limitation) in connection with any reorganization, restructuring, merger or sale, or other transfer of assets.

If any provision of these Terms is held invalid, the remainder of the Terms shall continue in full force and effect.

If we decide not to exercise or enforce any right or provision of these Terms, such decision shall not constitute a waiver of such right or provision.

No partnership, joint venture, agency, or employment relationship is created as a result of your use of the Service.

Unless mandatory applicable law provides otherwise, your use of and membership to the Service are exclusively governed by Dutch law. We shall first try to settle any dispute over a dram of whisky. Disputes that cannot be settled over multiple drams of whisky shall be solely submitted to the court of Amsterdam, The Netherlands unless mandatory applicable law provides otherwise.

#### **About Whiskystats and contact details**

Whiskystats B.V. is the Dutch private limited liability company, having its statutory seat in Rotterdam, The Netherlands and its office at Zwaanshals 530, 3035 KS Rotterdam, The Netherlands. Whiskystats B.V. is registered with the Dutch Chamber of Commerce under no. 81761287.

Any questions, requests and inquiries may be directed at:

info@whiskystats.com

or at:

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