

DIWINER APPLICATION - GENERAL TERMS AND CONDITIONS

1. Acceptance of the General Terms and Conditions

ESTECO S.p.A., a company duly incorporated in Italy, with registered office in Trieste, Area Science Park, Padriciano 99 – Italy - ("Licensor") hereby grants you ("You") a non-exclusive, non-transferable and non-assignable right to install and use the Diwiner software application (the "App"), subject to the General Terms and Conditions to use the App ("GTCA") herein contained.

The App includes any new versions of the App that Licensor may later provide to You to the extent such items are not accompanied by a separate license.

Licensor reserves the right to modify from time to time the GTCA with written notice.

By registering for and/or using the App in any manner whatsoever You accept the GTCA.

PLEASE READ CAREFULLY THE GTCA BEFORE INSTALLATION OR USE OF THE APP.

2. Description

The App is a software created and owned by Licensor which offers services helping You to choose the best wine based on taste, food and occasion. The technical specifications and functionalities of the App are described in detail in the website <https://www.diwiner.com/> (the "Site").

3. Eligibility

You represent and warrant that, if You are an individual, You are of legal age to form a binding contract and to purchase and use alcohol in your country, or if You are registering on behalf of an entity, that You are authorized to enter into this agreement and to bind such entity to the GTCA.

You are solely responsible for ensuring that the GTCA are in compliance with all laws, rules and regulations applicable to You.

4. Technical requirements

In order to use the App, You are required to have a mobile phone or handled device (running Apple iOS or Android OS supported versions) or a desktop personal computer (running Microsoft Windows or Apple Mac OS latest version) capable of accessing internet through one of the following browsers:

- a) Apple Safari latest version;
- b) Google Chrome latest version.

It remains understood that Licensor shall not be responsible for the conditions or properties of the necessary hardware and software required.

5. Registration

You shall proceed to the registration through: (i) the Site or (ii) the Social Network Sites.

- (i) Registration through the Site. You shall provide any information requested during the procedure of registration (the "Registration Data").

Upon completion of the registration procedure, an account (the "User ID") and a password (the "Password") shall be created and Licensor shall make the App available to You.

You acknowledge that, in order to access the App, authentication relies exclusively on the check of the User ID and the Password used by You.

Any operations made throughout the User ID and the Password shall be automatically referred to You. In this regard, You undertake to:

- a) keep confidential the User ID and the Password which shall be used to access the App;
- b) promptly communicate to Licensor any not authorized use of the account.

- (ii) Registration through Social Network Sites. You shall register through login to your own account registered at the social network sites such as Facebook and Google (the “Social Network Sites”).

In this regard, You represent that You are entitled to allow Licensor to access your account registered at the Social Network Sites without breaching any of the terms and conditions applicable to the use of such accounts and without any limitation of use.

You acknowledge that: (i) the access to your account registered at the Social Network Sites shall make available to Licensor certain data and information filed during the registration through the Social Network Sites and (ii) Licensor shall be entitled to use and file certain personal data such as your name, surname, email address (the “Personal Data”) You provided during the registration of such account.

Licensor shall make the App available to You upon access to Your Personal Data provided during the registration of your account at the Social Network Sites.

With respect to the registration either through the Site or through the Social Network Sites You represent and warrant that all the information provided are true, complete and accurate.

In the event You provide information which are false, not accurate or not current or in the event Licensor evaluates at its discretion that the information provided are false, not accurate or not current, Licensor shall be entitled to deactivate temporarily or definitely your access to the App.

6. Conditions of use

You acknowledge that the right granted herein to use the App is non-exclusive, non-transferable, non-assignable and without the right to sub-license any right.

You undertake not to take any or all of the following actions:

- a) use the App for any commercial and/or productive purposes;
- b) modify or change the App or create any derivative work of any part of the App;
- c) sell, license, sub-license, rent, lease, loan or otherwise transfer to third parties the App, any copy thereof, in whole or in part;
- d) decompile, disassemble or otherwise reverse engineer the App;
- e) copy or otherwise reproduce the App, in whole or in part.

It remains understood that the App is currently made available to You free of charge for your personal use only.

7. Availability

Licensor will use any reasonable efforts to make the App available at all times. However, You acknowledge that the App is provided through mobile and desktop pc access to internet and so the quality and availability of the App may be affected by factors outside Licensor’s reasonable control. It remains understood that Licensor shall not be held responsible for any unavailability and/or any difficulties to access the App or in case of any interruption and/or suspension of the App and/or to any other communication system failure which may result in the App being unavailable.

8. Filing of data

Licensor shall provide You with the current version available of the App from a central data processing system (the “Server”) equipped with high technologies to store and memorize the data.

The data provided by You are backed up on the Server on a calendar day basis.

Licensor shall allow You to access the files of your data during the term of this agreement.

Licensors shall not be responsible for the compliance and accuracy of the data provided by You and shall not be held responsible for the deletion and/or failure to store the data and for any deficiency of the privacy and/or security of the data stored at the Server.

9. Intellectual Property Rights

You acknowledge that Licensor owns all copyright, trade secret, patent, trademark and other proprietary rights related to the App and to the underlying source code, including any modifications thereto.

You further acknowledge that the right granted hereunder does not provide You with title or ownership of the App or any copies thereof, but only a right of limited use in accordance with the GTCA.

10. Warranties

THE APP IS LICENSED "AS IS" AND WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, ON THE QUALITY AND/OR FITNESS OF THE APP AND WITHOUT WARRANTIES THAT THE OPERATION OR OTHER USE OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE.

Furthermore, Licensor shall not bear any liability with reference to any damages, direct and/or indirect, incidental and/or consequential, which may derive from the use of the App.

11. Evaluation Results

You may at your option provide Licensor with any feedback, comments, ideas, suggestions, or improvements, that You may have on the App (the "Evaluation Results"). You agree that Licensor may use in perpetuity any such Evaluation Results for Licensor's business purpose, including any use for product support and development without any obligation to You.

12. Indemnification

You agree to indemnify and hold harmless Licensor from and against any claims, demands, costs, or expenses, including reasonable attorney's fees, resulting from Your breach of the GTCA.

13. Term

The term of this agreement shall commence upon Your acceptance of the GTCA by registering for and/or using the App in any manner whatsoever.

14. Termination

Licensor shall have the right to terminate this agreement by giving written notice to You upon occurrence of any of the following events:

- (i) Any use of the App by You in any manner other than as authorized herein;
- (ii) Any copy or otherwise reproduction of the App by You, except as provided by the law;
- (iii) Any breaches of the GTCA by You.

Upon termination of this agreement for any reason whatsoever: (i) the rights granted to You herein shall terminate and (ii) You shall cease any use of the App.

The rights of Licensor under this section are in addition to any rights or remedies provided by applicable law.

15. General provisions

- a. Assignability. This agreement and all rights and obligations herein contained shall not be assignable by You, except with the prior written consent of Licensor.
- b. Liability. No action or claim relating to the GTCA or the App may be instituted more than one (1) year after the event giving rise to such action or claim.

- c. Entire Agreement. You acknowledge that the GTCA constitutes the entire agreement between the parties and You agree to be bound by all terms and conditions herein.
- d. Third Parties Components. Licensor reserves the right to use third party software, libraries, executables or other components, either commercial or open source, in accordance with applicable law.
- e. Survival. The rights and obligations contained in sections 6, 8, 9, 10, 12, 14, 15 b., 15 e., 15 f. shall survive any termination of this agreement.
- f. Governing Law and Jurisdiction. The GTCA shall be governed by the laws of Italy. The parties hereby agree to submit to the exclusive jurisdiction of the competent courts sitting in Trieste, Italy, with respect to any disputes relating to the interpretation and/or enforcement of the GTCA.
- g. Severability. In the event that any provision under the GTCA shall be deemed illegal or otherwise unenforceable by any applicable statute or rule of law, such provision shall be omitted and the entire agreement shall not fail on account thereof and the remainder of the agreement shall continue in full force and effect.
- h. Notices. All notices and other communications required under the GTCA shall be in writing and shall be sent either by regular mail or registered mail.
