

Terms and conditions of use

1. Legal informations

attheheartoftheharvest.ch is a product of "Local Impact Sàrl", registered with the Chamber of Commerce of the Canton of Fribourg.

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2. Definition

"Customer" means any person visiting the *attheheartoftheharvest.ch* website and/or buying anything on the *attheheartoftheharvest.ch* website for goods and/or services offered by a "producer".

By "producer" we mean any person who creates a producer account on the *admin.swisswine.ch* management platform with the aim of registering and referencing one or more "wineries" for the *attheheartoftheharvest.ch* website in order to make them visible and to be able to offer goods and services on the site.

By "vineyard" we mean a wine-producing estate registered by a producer and published on the *attheheartoftheharvest.ch* website.

"At the heart of the harvest ticket" means a ticket valid for admission to a producer listed on *attheheartoftheharvest.ch* for the " At the heart of the harvest " event.

3. Privacy and personal data protection policy

attheheartoftheharvest.ch is committed to complying with the Federal Act on Data Protection (nFADP). When processing personal data, *attheheartoftheharvest.ch* follows the rules of Swiss data protection legislation. For further information, please refer to our privacy policy, which is an integral part of these terms and conditions.

4. Responsibilities

The information and content published on the *attheheartoftheharvest.ch* website are carefully checked. *attheheartoftheharvest.ch* makes every effort to continually update this information and content. However, *attheheartoftheharvest.ch* cannot be held responsible for the completeness, relevance and timeliness of the content. The information and content are made available to customers and producers of *attheheartoftheharvest.ch*, without any explicit or implicit guarantee. *attheheartoftheharvest.ch* accepts no liability in this respect.

The content published on the *attheheartoftheharvest.ch* website is for information purposes only and is intended to promote the products and services offered by the producers. The information presented in no way constitutes an offer of products and/or services from *attheheartoftheharvest.ch*, the producers listed or third parties.

5. Intellectual property rights

Copyright and other intellectual property rights in the content of *attheheartoftheharvest.ch* are owned by Local Impact Sàrl or are used with the permission of the relevant owner.

All content (text, images, graphics, sound, video, animation and their arrangement) and page design of the *attheheartoftheharvest.ch* website are protected by applicable intellectual property laws. The contents are intended exclusively for use in the context of the services offered by *attheheartoftheharvest.ch*. Without the prior written consent of *attheheartoftheharvest.ch*, any reproduction, modification or distribution of the contents of the site is prohibited.

6. Links to other websites

attheheartoftheharvest.ch proposes links to sites outside the platform, for example, to the websites of listed businesses. *attheheartoftheharvest.ch* accepts no liability for the content or accuracy of these external sites. The publication of a link to an external website does not imply any endorsement by *attheheartoftheharvest.ch*.

7. Entry into force, right of revocation, termination by attheheartoftheharvest.ch.

attheheartoftheharvest.ch reserves the right, at any time, to deactivate or block the user account of a producer and/or customer or to terminate a previously concluded agreement without compensation. Except with the prior written consent of *attheheartoftheharvest.ch* he user whose access to the platform has been removed is no longer authorized to register or make purchases, whether under his/her name or under another name.

If the producer uses the platform and/or the products or services offered on the site in a way that is unlawful or contravenes common decency, or if the producer has generated complaints by publishing on one of his vineyard referenced on *attheheartoftheharvest.ch* data of insufficient quality, such as data relating to his products and services offered, *attheheartoftheharvest.ch* has the right to immediately withdraw from the agreement without compensation and to cease offering its services without prior notice and without having to compensate the producer and to deactivate the producer's user account; in either case, any price paid in advance for a certain contractual term shall fall to *attheheartoftheharvest.ch* and the producer shall not be entitled to any refund. All claims of *attheheartoftheharvest.ch* are reserved.

8. Guarantees

attheheartoftheharvest.ch is an intermediary between the user of the website (the customer) and the producer offering a service through its referenced vineyard. In this sense, *attheheartoftheharvest.ch* does not guarantee the quality of the services offered by the producers, nor the execution of the service offered by the producers (for example, in the event of bankruptcy of the vineyard). The producer is entirely responsible for the services he offers on the platform via his referenced vineyard, as well as for the content he transmits to *attheheartoftheharvest.ch* (in particular data relating to the products/services offered).

The *attheheartoftheharvest.ch* website is provided 'as is' and 'as available'. Consequently, *attheheartoftheharvest.ch* does not offer any guarantee. In particular, we do not warrant that: the products/services offered on this site meet your requirements; the site and its content are complete, accurate, precise, reliable, up-to-date and do not infringe the rights of any third party. Also, *attheheartoftheharvest.ch* disclaims any responsibility for the uninterrupted and trouble-free operation of its services.

attheheartoftheharvest.ch disclaims all liability arising from the use of the website, unless caused intentionally or by gross negligence. All information on the site is subject to change or deletion without notice.

9. Confirmation and modification of these general conditions of use

The customer and/or producer accepts these general terms and conditions of use and the privacy policy when visiting and/or registering on the *attheheartoftheharvest.ch* platform.

Each time the customer or producer uses one of the *attheheartoftheharvest.ch* services on the platform, he/she accepts the corresponding conditions of use of these services (e.g. the general sales conditions for producers when registering a domain).

attheheartoftheharvest.ch reserves the right to modify these terms and conditions at any time.

10. Producer's obligations to *attheheartoftheharvest.ch*

The producer undertakes to use the platform and the partner services included therein in accordance with the law, the contract and good morals, and to refrain from any use that is not in accordance with their purpose, abusive or illicit. The producer undertakes to *attheheartoftheharvest.ch* to :

- to transmit all information relating to the creation of his producer account in the form and quality required by *attheheartoftheharvest.ch*;
- to ensure that he/she is authorized to transmit all information relating to the creation of his/her producer account and that he/she is authorized to use this information within the framework of the contractual agreements with *attheheartoftheharvest.ch*;
- to appropriately protect his producer account access data. The producer may not assert any claim against *attheheartoftheharvest.ch* arising from any damage caused to him/her as a result of improper access to his/her producer account;
- to accept the present terms and conditions of use and privacy policy, and agrees to abide by them at all times.

11. Jurisdiction and applicable law

Place of performance and payment is Fribourg.

The contractual relationship between the parties is subject exclusively to Swiss substantive law, to the exclusion of all the provisions of the LDIP and any bilateral and multilateral international agreements that may be applicable.

The exclusive place of jurisdiction for all claims arising out of or in connection with the present contract between the above-mentioned parties is Fribourg. The contractual place of jurisdiction also applies to any pre-litigation provisional measures.

12. General provisions

Should individual provisions of these general terms and conditions or of the contract prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions. In such a case, the parties undertake to replace the invalid provision by a valid provision whose content is economically closest to the original intention.

13. Force majeure

In the event of force majeure, Local Impact Sàrl is in no way liable for any direct or indirect prejudice that may arise as a result of a delay in the execution of its mandate. The agent undertakes to inform the principal immediately should such a case arise.