

General Terms and Conditions / Terms of Service - Winebutler

Last updated: 21 September 2025

This document also serves as "Allgemeine Geschäftsbedingungen (AGB)" in German and "Conditions Générales" in French. The English version is binding. Correspondence may be conducted in German or English.

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Preamble

Welcome to [Winebutler.info](https://winebutler.info). We want everyone to enjoy using Winebutler in a safe, fair, and inspiring way. These Terms explain how the service works for both individual users and partners. By accessing Winebutler or applying as a partner, you agree to be bound by them.

If you have any questions, please feel free to contact us at contact@winebutler.info – we are happy to help.

Part A – General Terms

1. Company Identification

These Terms are issued by:
GAPAS AG, Rainweg 4b, 6313 Menzingen,
Switzerland
UID CHE-414.479.881

2. Scope

These Terms apply to all use of Winebutler services (marketing website, web application, and partner program).

3. Nature of Service

Winebutler is a continuously evolving project. Functions may be added or removed at any time. Third-party providers (e.g., authentication, hosting, AI services) may be changed.

4. Changes to Terms

GAPAS AG may amend these Terms if there are valid reasons (e.g. legal changes or technical developments). We will notify registered users of material changes at least 30 days before they take effect by email. If you object to the changes within this period, your user relationship will automatically end; otherwise, the changes will be deemed accepted.

5. Communication

All correspondence is electronic, via (e-) mail. German and English are accepted.

6. Liability

Winebutler is offered on a *best-effort basis*, free of charge, without guarantee of availability, completeness, or accuracy. No liability for indirect or consequential damages. The liability of GAPAS AG is excluded to the extent permitted by law. Liability for intent, gross negligence, and for damages resulting from injury to life, body, or health remains unaffected in all cases.

7. Force Majeure

GAPAS AG is not liable for failures caused by events beyond its reasonable control, including outages of third-party services, natural disasters, or legal restrictions.

8. Governing Law and Jurisdiction

These Terms are governed by Swiss law. The exclusive place of jurisdiction is Menzingen/Zug, Switzerland. For consumers resident in the EU, the mandatory consumer protection law of their home country and the competent courts at their residence also apply.

Part B – User Terms (B2C)

1. Eligibility

Winebutler is accessible worldwide. Users must comply with local laws regarding access to information about alcoholic beverages.

2. Registration

Use of the service requires registration with a valid email address and password (via Auth0).

Winebutler is designed for natural persons, who may use the service privately (for leisure) or professionally (as part of their work). Each account must be created for personal use only and not on behalf of third parties.

3. Costs

Winebutler is free for users. GAPAS AG does not guarantee that the service will continue indefinitely or in a specific scope.

4. Fair Use and Restrictions

Winebutler is intended for *fair human use*. The following is prohibited:

- automated scraping or mass queries
- monetisation of Winebutler without prior approval
- embedding in websites or online services without partner status

5. Termination

GAPAS AG may suspend or terminate accounts at any time, including in cases of misuse or excessive usage, or if the project is discontinued.

6. Advisory Nature

Winebutler provides advisory information only. Answers may be based on expert notes or external internet sources. No guarantee is given for accuracy, completeness, or suitability.

Part C – Partner Terms (B2B)

1. Admission

Submitting the partner form does not guarantee admission. Acceptance as a partner is at the sole discretion of GAPAS AG. Partnership agreements are strictly intended for companies. Use as a consumer within the meaning of Swiss or EU law is excluded.

2. Contribution

The annual partner contribution is CHF 2,500 (or an equivalent service, as agreed). By submitting the partner form and being accepted, the partner accepts these Terms. After payment, partner logos and information are published.

3. Duration and Termination

Partnerships run for one year and renew automatically. Termination requires written notice by email to contact@winebutler.info at least three months before year-end. No refunds are given for paid contributions. GAPAS AG may remove partner content earlier if necessary. GAPAS AG may terminate immediately in case of brand misuse or reputational harm.

4. Benefits

Partners receive:

- listing with logo, link, and description on winebutler.info
- sponsor messages displayed with Winebutler answers
- license to present Winebutler as their digital service
- limited integration options, as made available by GAPAS AG

5. Invoices and Payment

Invoices are payable within 30 days net by electronic transfer. From the second reminder, an administration fee of CHF 25.– per case applies. After the third reminder, legal collection proceedings may be initiated. Additional costs, in particular those arising from collection proceedings, may be charged separately.

6. Trademark License

“Winebutler” and the Winebutler logo are registered trademarks of GAPAS AG. Partners receive a non-exclusive, revocable license to use these marks solely in connection with their partnership, subject to GAPAS AG approval. No ownership rights are transferred.

7. Liability

Partners are responsible for the accuracy and rights to the materials they provide (logos, descriptions). GAPAS AG excludes liability for indirect or consequential damages.