Get Cellar · Think and Act

General Terms of Sale

get-cellar.com · app.get-cellar.com

VERSION 2.2 — 17 NOVEMBER 2026

1. Scope of application

These General Terms of Sale (GTS) govern the access to and use of the SaaS application app.get-cellar.com ("Get Cellar"), published and sold by:

THINK AND ACT
Cyril TATTEVIN EI — sole trader (entrepreneur individuel)
SIREN 509 553 046 — registered with the French National Business Register (RNE)
8 bis rue Abel, 75012 Paris, France
Email: contact@get-cellar.com — Phone: +33 9 72 19 45 06
VAT not applicable, Article 293 B of the French General Tax Code (CGI)

In these GTS, the publisher is referred to as "Think and Act", "Get Cellar" or "the publisher".

The service is provided in SaaS (Software as a Service) mode. It includes secure storage of inventories and bottle photographs, cellar management assistance, as well as analysis and recommendation features.

Any subscription to a paid plan implies the full and unreserved acceptance of these GTS.

2. Applicable law and jurisdiction

- Applicable law: This contract is governed by French law.
- Jurisdiction: Any dispute relating to the interpretation or execution of these terms shall be submitted to the competent courts of the publisher's registered office, without prejudice to the mandatory consumer protection provisions applicable in the user's country of habitual residence (EU Regulation 1215/2012).

3. Description of the service

3.1 Available plans

The service is offered under three plans:

- Free: free of charge — still wines (red, white, rosé), one simple storage zone, access to the analysis and advice features within a non-renewable number of requests; limited number of references and bottles.
- Premium: €4.99/month or €49.90/year — all wines (including champagne and sparkling, orange, sweet and fortified wines) and collection spirits (whisky, rum), unlimited references and bottles, several simple storage zones, analysis and advice features with a daily number of requests, conversation with the sommelier, connector to a third-party conversational assistant.
- Ambassador: €9.99/month or €99.90/year — all Premium features, all beverages (including other spirits, beers, ciders, aperitifs and liqueurs), unlimited storage zones organised into sub-locations, storage characteristics of the zones and temperature alerts, cocktail suggestion assistant, higher daily limits.

The detailed limits of each plan are shown on the Pricing page and in the subscription confirmation email. Any reduction of these limits for an ongoing subscription follows the rules of Article 4 (Changes to prices and plans).

If you switch to a plan that does not include sub-locations, the bottles they contain are moved back to their top-level location and the sub-locations are deleted; no bottle is lost.

If you switch to a plan other than Ambassador, or if your Ambassador access ends, the storage characteristics of the zones are hidden, then deleted 30 days later, unless you return to the Ambassador plan before that date.

The conversation with the sommelier and the connector are not included in the Free plan.

The Premium and Ambassador plans allow the user to consult their cellar from a compatible third-party conversational assistant, chosen and used by the user, by means of a connector. Access is read-only: the assistant can read the cellar's information; it cannot change anything. The user authorises each assistant with their Get Cellar credentials and can revoke this access at any time from their account.

The assistant is subject to its provider and to the terms the user has accepted with that provider: its answers are produced by its own model, under that provider's responsibility, and do not bind Get Cellar. The availability of the connector also depends on that provider.

3.2 First period

Paid plans do not include a trial period. The first payment, made upon subscription, covers the first period (one month or one year depending on the chosen plan); the subscription is then charged at the end of each period. **Promotional offers.** Promotional offers may be made available from time to time. Their conditions (price, validity period of the offer, length of time during which the promotional price applies) are shown on the subscription page before payment and repeated in the subscription confirmation email. A promotional code may offer or discount the first period, including on a promotional price.

4. Price, billing and VAT

Price. Prices are indicated in euros, all taxes included. VAT not applicable, Article 293 B of the French General Tax Code (CGI). The price of a current period that has already been paid is never changed, including in the event of a change in tax regulations.

Changes to prices and plans. Get Cellar may change its prices and the content of its plans. Any change unfavourable to the subscriber applies only from the next renewal of the subscription and is notified to the subscriber by email at least 30 days before that renewal. The subscriber may cancel free of charge from their personal space, no later than 48 hours before the renewal date. Failing that, the change applies from that renewal. A promotional price secured for the whole duration of the subscription is not affected.

Invoices. A billing document is issued for each payment, including when a promotional code makes it free; it can be downloaded from the personal space.

Territory. Paid subscriptions are available to residents of the 27 Member States of the European Union.

5. Payment terms

- Payment by credit/debit card (Visa, Mastercard, American Express), Apple Pay or Google Pay, processed via the payment service provider Mollie B.V. (licensed European PSP, Netherlands).
- The subscription is entered into for a fixed term (monthly or annual) with automatic renewal, unless cancelled by the user at least 48 hours before the renewal date.
- Annual subscription: in accordance with Article L.215-1 of the French Consumer Code, the publisher informs the user, by a dedicated email sent no earlier than three months and no later than one month before the cancellation deadline, of the option not to renew their subscription. This email states, in a clearly visible box, the deadline for non-renewal. The articles of the French Consumer Code on contract renewal are reproduced in Article 14.
- In the event of a payment failure, a grace period is granted, during which payment reminders are sent. Following this period, access to paid features is suspended.

6. Right of withdrawal

In accordance with Directive 2011/83/EU and Article L.221-18 of the French Consumer Code, the consumer has a right of withdrawal of 14 days from subscription.

By accessing the SaaS service immediately after payment, the user expressly requests and accepts that the execution of the contract begins before the end of the withdrawal period. In accordance with Article L.221-28 of the French Consumer Code, the right of withdrawal cannot be exercised for digital content provided on a non-tangible medium whose performance has begun with the consumer's prior express consent. The user acknowledges having been informed of this waiver and explicitly accepts it upon subscription.

7. Termination

- The user can cancel their subscription at any time from their personal space.
- The termination takes effect at the end of the current, already billed period. No pro-rata temporis refund is made, unless otherwise required by law.
- The publisher reserves the right to terminate or suspend an account in the event of a breach of these GTS, fraudulent behaviour, or use contrary to law.

8. Liability and availability

The publisher agrees to implement all reasonable means to ensure service availability. However, the publisher shall not be held liable in the event of:

- Temporary unavailability of the service due to maintenance or technical reasons beyond its control.
- Partial or total loss of data resulting from user behaviour.
- Indirect damages, loss of business, commercial or financial prejudice resulting from the use or inability to use the service.

The publisher's liability, if established, is limited to the amounts actually received by the publisher for the subscription concerned during the last 12 months.

9. Force majeure

The publisher cannot be held liable for total or partial failure to perform its obligations if it is due to a force majeure event within the meaning of Article 1218 of the French Civil Code (pandemic, natural disaster, third-party infrastructure failure, government decision, etc.).

10. Modification of the terms

The publisher reserves the right to modify these GTS at any time. Users will be informed of any substantial changes by email or through an in-app notification with reasonable notice. An unfavourable change to prices or plans follows the rules of Article 4. Continued use of the service after notification constitutes acceptance of the new terms.

11. Personal data

The processing of personal data is governed by the Privacy Policy available on get-cellar.com, in compliance with Regulation (EU) 2016/679 (GDPR).

12. Consumer mediation

In accordance with Articles L.611-1 et seq. of the French Consumer Code, if a written complaint sent to our customer service (contact@get-cellar.com) has not been resolved to your satisfaction, you may refer the matter free of charge to the consumer mediator we are registered with:

CM2C — 49 rue de Ponthieu, 75008 Paris, France
Phone: +33 1 89 47 00 14 — Email: litiges@cm2c.net
Online referral: https://www.cm2c.net/declarer-un-litige.php

13. Contact and language

For any questions regarding these GTS: contact@get-cellar.com.

These GTS are written in French and translated into English. In the event of any discrepancy, the French version prevails.

14. Contract renewal — articles of the French Consumer Code

In accordance with Article L.215-4 of the French Consumer Code, the following articles are reproduced in full, in their version in force. Unofficial English translation: only the French text, reproduced in the French version of these GTS, is authoritative.

Article L.215-1

For service contracts concluded for a fixed term with a tacit renewal clause, the professional service provider shall inform the consumer in writing, by dedicated personal letter or email, no earlier than three months and no later than one month before the end of the period during which renewal may be refused, of the option not to renew the contract concluded with a tacit renewal clause. This information, given in clear and comprehensible terms, shall state, in a clearly visible box, the deadline for non-renewal.

Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time from the renewal date.

Advance payments made after the last renewal date or, for contracts of indefinite duration, after the date on which the initial fixed-term contract was converted, shall in that case be refunded within thirty days from the termination date, less the sums corresponding to the performance of the contract up to that date.

The provisions of this article apply without prejudice to those that legally subject certain contracts to specific rules on consumer information.

By way of exception to the first paragraph of this article, for contracts for the supply of a television service within the meaning of Article 2 of Law No. 86-1067 of 30 September 1986 on freedom of communication and for contracts for the supply of on-demand audiovisual media services, the consumer may terminate the contract free of charge at any time from the first renewal, where they change their place of residence or their tax household changes.

Article L.215-1-1

Where a contract was concluded electronically, or was concluded by other means and the professional, on the day the consumer terminates it, offers the consumer the possibility of concluding contracts electronically, termination shall be possible by that means.

To that end, the professional shall make available to the consumer a free feature allowing the notification and the steps required to terminate the contract to be carried out electronically. When the consumer gives notice of termination, the professional shall confirm receipt of the notice and inform the consumer, on a durable medium and within a reasonable time, of the date on which the contract ends and of the effects of termination.

A decree sets out, in particular, the technical arrangements to ensure the identification of the consumer and easy, direct and permanent access to the feature referred to in the second paragraph, such as how it is presented and used. It determines the information to be provided by the consumer.

Article L.215-2

The provisions of this chapter, with the exception of Article L.215-1-1, do not apply to operators of drinking water and sanitation services.

Article L.215-3

The provisions of this chapter also apply to contracts concluded between professionals and non-professionals.

Article L.241-3

Where the professional has not made the refund under the conditions laid down in Article L.215-1, the sums due bear interest at the statutory rate.

Versioning

v2.0 — 15 November 2026 — Initial version of the service

v2.1 — 16 November 2026 — Change of the publisher's telephone number.

v2.2 — 17 November 2026 — Apple Pay and Google Pay added to the payment methods (article 5).