

Terms of Use of ONTRACKnl website ("ONTRACKnl") of Koninklijke Ahold Delhaize N.V. ("AD")

Article 1 acceptance of terms of use and registration

- (1) These terms and conditions of use apply to your visit to and your use of ONTRACKnl, as well as to all information, recommendations and/or services provided to you on or through this website.
- (2) By accessing, using or registering on ONTRACKnl, you acknowledge that you have read, understand, accept and agree to be legally bound by the terms of use and disclaimer language that follow.
- (3) To be able to share your preferred themes with ONTRACKnl and to get updates about the future development of ONTRACKnl, you must first register to ONTRACKnl. Only persons aged 18 or over can register. AD uses your information in accordance with its privacy notice (to discover which themes ONTRACKnl visitors are most interested in and to keep you updated via email on developments on ONTRACKnl).

Article 2 Comments, questions, suggestions and intellectual property

- (1) AD does not want to receive confidential or proprietary information from you through the registration. Information that you provide through the registration will be deemed non-confidential and non-proprietary. By sending AD any information or material, you grant AD a worldwide royalty free, unrestricted, irrevocable right to use, reproduce, display, perform, modify, transmit and distribute those material or information, and to sublicense such rights, and you also agree that AD are free to use for any purpose any ideas, concepts, know-how or techniques that you send to AD.
- (2) The content and ONTRACKnl are protected by intellectual property rights which belong to AD or its licensors. You are bound to respect these rights and to use ONTRACKnl only as agreed in these terms of use.

Article 3 Termination of registration, misuse and exclusion

- (1) If you have registered on ONTRACKnl, you may unregister at any given time without giving reasons by unsubscribing through the relevant links in any email sent. Upon unregistering, AD shall delete the personal data, in accordance with the privacy notice.
- (2) If you do not comply with the provisions of these terms of use, or AD deems it likely that you will not do so, or in case of abuse or other improper use of ONTRACKnl, AD is entitled to suspend or terminate your use of ONTRACKnl.
- (3) Misuse and/or improper use of the registration are for your own account and risk and can lead to the your registration being blocked (temporarily or permanently).
- (4) As soon as you suspect illegal use of your registration, you shall immediately inform AD. AD shall temporarily block your registration and offer you the opportunity to create a new registration upon your request or at the earliest possible.

Article 4 Limitation of liability

- (1) ONTRACKnl is for general information purposes only. AD will reasonably keep ONTRACKnl and its contents correct and up-to-date but does not guarantee that it is free of errors, defects, malware and viruses or that ONTRACKnl is correct, up-to-date and accurate.
- (2) AD excludes any liability for possible consequences (including direct and indirect damage) that are in any way related to (the inaccessibility of) ONTRACKnl, including but not limited to breakdowns, interruptions, incomplete information or errors, and failures by third parties, except if they are the result of an intentional act or omission or willful recklessness by AD. To the extent that we may not, as a matter of applicable law, limit our liability, the extent of our liability shall be the minimum permitted under applicable law.
- (3) AD continuously devotes care and attention to the content and composition of the information given on ONTRACKnl. If you nevertheless think that certain information is not correct or complete, AD invites you to report this to us ontracknl@aholddelhaize.com, after which AD will contact you.

Article 5 Linked Sites

ONTRACKNL may provide links to external internet sites. AD shall not be liable for the use or the content of internet sites that link to this site or which are linked from it. Our privacy notice does not apply to any collection and processing of your personal data on or through such external sites.

Article 6 Dispute resolution

These terms of use are governed exclusively by Dutch law. All disputes arising in connection with these terms of use, including disputes concerning the existence and validity thereof, shall be exclusively resolved by the competent court of Amsterdam, with the understanding that consumers may also bring disputes in connection with these terms of use to the competent court of his/her place of domicile.