

# TERMS OF USE

THESE TERMS OF USE (THE “**TERMS**”) ARE A LEGAL CONTRACT BETWEEN YOU AND THE **MONDELEZ INTERNATIONAL AFFILIATE IN SOUTH EAST ASIA** WHERE YOU ARE LOCATED (THE “**COMPANY**”, “**WE**” OR “**US**”). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THIS WEBSITE (THE “**SITE**”). BY USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.

## Your Agreement

By accessing or using this Site, you agree to all the Terms and to our Privacy Policy (as defined below). If you do not agree to all the Terms and the Privacy Policy, do not access or otherwise use this Site, any services available through this site or any information contained on this Site.

## Changes

The Company may make changes to the content provided on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site or, if you have registered for an account on the Site, we may send an email to you at the email address on file for your account. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

## Your Use of the Site

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “**Minor**”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

## Using the Site

You can simply view the Site without any need to register with the Company to simply visit and view the Site.

If you desire to register for an account with the Company, you must submit the following information through the account registration page on the Site: your first and last name, and email address, and business type, if applicable. You will also have the ability to provide additional optional information, such as your address, which is not required to register for an account but may be helpful to the Company in providing you with a more customized experience when using the Site or its services, or in enhancing our products. Once you have submitted your account registration information, the Company

administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion.

You may be required to will create your own password when completing the submission form ("**Site Password**"). You are responsible for maintaining the confidentiality of your Site Password, and you are responsible for all activities that occur using your Site Password. You agree not to share your Site Password, let others access or use your Site Password or do anything else that might jeopardize the security of your Site Password. You agree to notify the Company if your Site Password is lost, stolen, if you are aware of any unauthorized use of your Site Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. If you create an account, you may change, correct or remove any information from your account by either (i) logging into your account directly and making the desired changes (if such feature is provided by the Site), or (ii) contacting the Company using the contact information at the end of these Terms requesting that we make the change.

## Privacy Policy

Please review the Company Privacy Policy/Notice, which is available at the homepage of this Site (the "**Privacy Policy**") which explains how we use information that you submit to the Company.

You acknowledge that you are responsible for any information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "**Submission**"). You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. Company's use of any personal information contained in any of your Submissions is subject to our Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. **Those prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other user.**

## Feedback

Except for any personal information we may collect from you in accordance with our Privacy Policy, all remarks, suggestions, comments, questions, or ideas that you communicate to the Company through this Site, or by letter, email, telephone or otherwise (collectively, “**Feedback**”) suggesting or recommending changes to the Site, any products described on the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary, and will become the property of the Company, even if this agreement has terminated. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

You may not: upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, racially, ethnically or otherwise offensive, illegal, or otherwise objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; disseminate any unsolicited or unauthorized advertising or promotional materials; use any robot, spider, scraper or other automated means to access the Site; take any action that imposes an unreasonable or disproportionately large load on our infrastructure; alter the opinions or comments posted by others on the Site; post anything unrelated to our business, products or services; or post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions. You may not upload commercial content onto the Site.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, and/or your ability to post to this Site and (b) refuse, delete or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company’s discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or Site Password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

## Intellectual Property Infringement

The Company respects the intellectual property rights of others, and we ask you to do the same. The Company may, in appropriate circumstances and at our discretion, terminate the service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide the Company through the Contact Us section below the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit the Company to locate the material.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE OR THE MATERIALS. THIS SITE AND THE MATERIALS, AND INFORMATION ON THIS SITE, INCLUDING, WITHOUT LIMITATION, TEXT, GRAPHICS, AND LINKS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY, FOR ITSELF AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE SITE OR THE MATERIALS IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. IN CERTAIN STATES, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

## Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY

TO USE, OR PERFORMANCE OF THE SITE, OR THE INFORMATION AND MATERIALS AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL THE COMPANY'S TOTAL, AGGREGATE LIABILITY TO YOU EXCEED \$100.00.

## Indemnification

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs, resulting from any violation of these terms and conditions or any activity related to your Internet account (including, but not limited to, negligent or wrongful conduct), by you or any other person accessing the Site using your Internet account.

## Securities of Mondelēz International

We are not providing investment advice through this Site, and the material on the Site should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Mondelēz International, Inc., the parent company of the Company (the "**Securities**"). If you decide to use any material available on the Site in assessing whether to buy or sell the Securities, please be aware that the material on the Site reflects past performance and historical information only, and that such performance and information is not necessarily an indication of future performance.

## Links to Other Sites

This Site may be linked to other web sites that are not controlled or operated by the Company or its affiliates (collectively, "**Third-Party Sites**"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. The Company is providing links to the Third-Party Sites to you as a convenience, and the Company does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation.

This Site may be linked to other web sites that are not controlled or operated by the Company but by an affiliated entity of the Company (collectively, "**Affiliate Sites**"). Certain areas of the Site may allow you

to interact and/or conduct transactions with such Affiliate Sites, and, if applicable, allow you to configure your privacy settings in your Affiliate Site account to permit your activities on this Site to be shared with such Affiliate Sites. In any case, you acknowledge and agree that the Affiliate Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Affiliate Sites is governed by the respective Affiliate Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any such Affiliate Sites. The Company is providing links to the Affiliate Sites to you as a convenience, and the Company does not verify, make any representations or take responsibility for such Affiliate Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Affiliate Sites,

## Jurisdiction

Any dispute regarding the Terms shall be resolved through good faith negotiation and escalation otherwise it may be brought only in the competent courts where the Company is registered or has its main place of business, except with regard to disputes relating to Indonesia where the dispute settlement is through arbitration in accordance with Indonesian laws and regulations. In each case, the laws of the respective country, state and/or territory where the Company is registered or has its main place of business will apply, except for its conflicts of law provisions.

## Intellectual Property

The Company provides content through the Site that are copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other users of the Site (collectively, the "**Materials**"). Materials may include logos, graphics, video, images, software and other content.

Unless otherwise specified, the Site is provided for your personal and noncommercial use. Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this Site solely for your personal, noncommercial use. Except for the foregoing license, you have no other rights in the Site or any Materials. You may not modify copy, edit, distribute, transmit, perform, reproduce, publish, license, create derivative works of, alter, enhance, reverse engineer, transfer, sell or in any way exploit the Materials or the Site. Any other use of materials on the Site, including but not limited to the modification, reproduction, distribution, republication, or transmission of the Site or any Materials, without the prior written permission of the Company, is prohibited.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

## Miscellaneous

If any provision of this agreement is unlawful, void or unenforceable, then such term shall be interpreted to reflect the intentions of the parties, and the remaining provisions of the agreement will remain in place. These Terms, and the legal notices and terms located on this Site, are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and general provisions shall survive any termination of these Terms.

## Contact Us

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at:

<b>Country</b>	<b>Hotline</b>	<b>Email</b>
Malaysia	1 800 88 1939	<a href="mailto:contactusmalaysia@mdlz.com"><u>contactusmalaysia@mdlz.com</u></a>
Singapore	1800 57238 74	
Philippines	632 8 8202866	<a href="mailto:phconsumercare@mdlz.com"><u>phconsumercare@mdlz.com</u></a>
Thailand	02 789 3079	<a href="mailto:consumerservice@mdlz.com"><u>consumerservice@mdlz.com</u></a>
Vietnam	19001889	<a href="mailto:customercare.mkd@mdlz.com"><u>customercare.mkd@mdlz.com</u></a>
Indonesia	0800-1-333555	<a href="mailto:Layanan.Konsumen@mdlz.com"><u>Layanan.Konsumen@mdlz.com</u></a>