

## **User Agreement for Mondelez International-Operated Web Sites**

In order to access the remainder of this site, it is necessary that you agree to the following terms. If you have any questions concerning such terms, please have your counsel contact our legal department..

Having read and understood the terms which follow, our organization hereby agrees to them:

WELCOME TO THIS MONDELEZ INTERNATIONAL-OPERATED WEB SITE!

Please abide by the Terms and Conditions that follow. Please read them carefully, because when you use our sites, you automatically agree to them.

RESTRICTIONS ON YOUR USE OF THE MATERIALS IN OUR SITES

- (1) Unless permitted by Mondelez International in writing, you agree not to re-use material from this site or from any other World Wide Web site operated by Mondelez International. In particular, you agree not to copy, distribute, republish, upload, post, or transmit anything unless you get our written consent in advance. You may not delete or change any copyright, trademark, or other proprietary notices of Mondelez International or any third party and you may not modify the materials or use them for any other purpose, other than as permitted by Mondelez International in writing; if you do, you'll be violating our intellectual-property rights, all of which are reserved.
- (2) Everything on this site (other than your own corporate data, if any) -- the software, plus all files, all images incorporated in or generated by the software, and all data accompanying it— is considered licensed to you by Mondelez International. That means that we retain full and complete title to the software and to all of the associated intellectual-property rights. So you're not allowed to redistribute or sell the material—or to reverse-engineer, decompile, disassemble, or otherwise convert it to any other form that people can use, except as may be permitted by Mondelez International. Mondelez International. Mondelez International. in writing.

IF YOU SUBMIT MATERIAL TO US

- (1) Nothing on this site is intended to negate or supersede the terms of any written confidentiality agreement between Mondelez International and any user of this site. (2) Other information submitted to Mondelez International, such as remarks, suggestions, ideas, graphics, or other information that you communicate to Mondelez International through this site (other than personal information we promise to protect under our Privacy Policy), become and remain our property, with no obligation to keep confidential, no obligation for compensation, and the full right to use such information, even if this agreement is later terminated. Please check with your supervisor before submitting anything.
- (3) You acknowledge that you are responsible for any submission you make in other words, you acknowledge that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

## LIMITATION OF LIABILITY

MONDELEZ INTERNATIONAL WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ITS SITES. THESE INCLUDE (BUT ARE NOT LIMITED

TO) DAMAGES OR INJURY CAUSED BY ANY USE OF (OR INABILITY TO USE) THE SITES,

USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITES;

FAILURE OF PERFORMANCE,

ERROR,

OMISSION,

INTERRUPTION,

DEFECT,

DELAY IN OPERATION OR TRANSMISSION,

COMPUTER VIRUS,

OR LINE FAILURE.

KEEP IN MIND THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING...

DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY;

DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (LEGALLY, "CONSEQUENTIAL DAMAGES");

OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (LEGALLY, "INCIDENTAL DAMAGES").

FURTHERMORE, WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES—OR BOTH.

EXCEPTION: IN CERTAIN STATES THE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES BUT IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR THEY'RE CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS OUR SITES.

## DISCLAIMER

THE MATERIALS IN OUR SITES ARE PROVIDED AS IS. THIS MEANS THAT (SUBJECT TO THE EXCEPTION BELOW) MONDELEZ INTERNATIONAL DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES ABOUT THE MATERIAL IN THE SITES.

THIS INCLUDES (BUT IS NOT LIMITED TO) WARRANTIES

THAT THE MATERIAL IS OF ANY PARTICULAR LEVEL OF QUALITY OR MERCHANTABILITY OR FIT FOR A PARTICULAR PURPOSE.

THAT THE FUNCTIONAL ELEMENTS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.

THAT DEFECTS WILL BE CORRECTED.

THAT OUR SITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THAT SUCCESSFUL RESULTS OR OUTCOMES WILL RESULT FROM PROPERLY FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECIPES CONTAINED IN THE MATERIALS. IN ADDITION TO THE ABOVE, YOU (AND NOT MONDELEZ INTERNATIONAL) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

EXCEPTION: IN CERTAIN STATES, THE LAW MAY NOT ALLOW US TO FULLY DISCLAIM OR EXCLUDE WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

#### ANOTHER DISCLAIMER

We sometimes provide access to other World Wide Web sites from our sites. But we don't endorse or approve any products or information offered at sites you reach through our site and have no responsibility for anything associated with them. Check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a Mondelez International-operated site or have moved to another site.

#### JURISDICTION

Unless otherwise specified, the materials in our sites are presented to provide information about Mondelez InternationalMondelez InternationalMondelez Internationaland its products.

Mondelez International controls and operates its sites from the company's headquarters in Northfield, Illinois, in the United States of America. We in no way imply that the materials on the sites are appropriate or available for use outside of the United States. If you use our sites from locations outside of the United States, you are responsible for compliance with any applicable local laws.

Some software from our sites may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported or reexported:

- (a) into (or to a national or resident of) any country as to which the United States has placed an embargo (as of today, these include Cuba, Iran, Myanmar (Burma), North Korea, Sudan and Syria,.); or
- (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Table of Deny Orders.

If you use the site or its content, you are, confirming to us that you are not located in, are not under the control of, and are not a national or resident of any such country, and that you are not on any such list.

#### TERMINATION OF THIS AGREEMENT

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all Mondelez International sites, along with all related documentation and all copies and installations. Mondelez International may terminate this agreement at any time and without notice to you if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web sites, we do not in any way promise that the materials will remain available to you. And Mondelez International is entitled to terminate all or part of any of its Web sites at any time, without notice to you.

#### MISCELLANEOUS POINTS ABOUT THE TERMS AND CONDITIONS OF THIS USER AGREEMENT

These Terms and Conditions, and the agreement they create, shall be governed by and interpreted according to the laws of the State of Illinois (without applying the state's conflict-of-law principles). If any provision of this agreement is unlawful, void or unenforceable, it will not affect the validity and enforceability of any remaining provisions. Mondelez International may modify these Terms and Conditions, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.