# **Disclaimer Diversi Foods NV**

#### General

These terms and conditions of use apply to the web site www.diversifoods.com.

By using this web site, you agree to accept and observe these terms and conditions of use.

The aforementioned web site is designed and managed by the public limited company Diversi Foods NV, Industrieweg 29, 9420 Erpe-Mere, Belgium. Tel. +32-(0)53-680727 | Fax. +32-(0)53-680729 and Eekhorstweg 14, 7942 JC Meppel, the Netherlands. Tel. +31-(0)522-252887 | Fax. +31- (0)522-254385.

#### Intellectual property law

The texts, drawings, photographs, films, images, data, databases, software, names, trade and domain names, trademarks, logos, and other elements on this site are protected by intellectual law and owned by Diversi Foods NV or others. You are forbidden to copy, amend, publish, distribute or ship, or sell the information found on and via this web site (apart from what is necessary to view the web site) without the prior written consent of Diversi Foods NV is prohibited and, on the other hand, transferring this information or granting others any rights to this information to others is also prohibited.

#### Personal data

Diversi Foods NV does not store any personal data unless it is provided on a voluntary basis. By filling in and sending an order form or online registration form or by sending an e-mail, visitors grant Diversi Foods NV permission to store their personal data for the purposes of digitalised user profiling, customer management, market research, and direct mail by post. You are entitled to see and, if necessary, amend your own personal data.

#### Cookies

It is possible that so called 'cookies' may be installed automatically on your computer's hard drive during a visit to this web site. This data helps us to gear the site better to visitor wishes and preferences e.g. with regard to the choice of language. Most Internet browsers allow you to remove cookies from your hard drive, reject cookies, or receive a warning before a cookie is installed. Consult the instructions or help function on your Internet browser for more details.

#### Information on the web site

The information found on or via this web site may contain faults of any kind. Diversi Foods NV is not responsible for the suitability, reliability, timeliness, or accuracy of the information. The information is provided and shown with no guarantee whatsoever.

Similarly, Diversi Foods NV cannot be held liable for possible computer viruses if, despite the preventive measures taken on the site, they should occur and rejects any liability for any damage which those viruses could cause. Diversi Foods NV explicitly reserves the right to amend information on the site at any time.

#### Passwords and secure parts of the site

You need a password to gain access to some parts of the site (e.g. My Diversi). Entering these parts without a password is strictly prohibited. If you have received a password, you must keep it private and confidential. You must inform Diversi Foods NV at once if any of your passwords have been disclosed to others or if you have received a password from a party other than Diversi Foods NV. Whenever our services are used after the valid identification of your password, you are considered to have been the user. If Diversi Foods NV has reason to believe that the safety of its site is under threat, it can amend your password (without prejudice to all its other rights and redresses).

#### Links to other web sites

This web site may contain hyperlinks to web sites or web pages of other parties or may refer to them in another way. Diversi Foods NV has no control over the content or other features of those web sites or web pages and is not liable under any circumstances for the content or features thereof. If Diversi Foods NV puts links onto its own web site, this does not in any way imply approval of the content of those web sites or web pages.

### Limitation of liability

Apart from cases of deliberate or serious error, Diversi Foods NV cannot be held liable under any circumstances for any direct or indirect or material or immaterial damage as a result of using this web site and/or any site to which a hyperlink is included.

## Traffic data

Traffic data is anonymous data e.g. how often a particular page on our web site is visited, which browsers visitors use, and the times when our web site is visited. We use this information solely to improve our web site technically and as regards content. This data is not linked to personal data in any way whatsoever. This information, too, is always treated as strictly confidential.

#### Applicable legislation and authorised law courts

These terms and conditions of use and all related matters are governed by Belgian law. Only the law courts of Dendermonde are authorised to adjudicate in case of any disputes.