## **TERMS AND CONDITIONS**

#### 27/07/2019

Dear visitor,

Thank you for visiting this internet site (the "Website"), which is owned by **ANHEUSER-BUSCH INBEV SA/NV**, a company organized and existing under the laws of Belgium, having its registered office at Grote Markt 1, 1000 Brussels, Belgium, registered with the Register of Legal Entities under company number 417.497.106. and its Affiliates ("ABI", "we", "our" or "us") and operated by a third party agency on our instructions.

By visiting the Website or using the Services referred to in Section 2, you confirm you read these Terms and Conditions, including data privacy information relating to the use of Website. If you do not agree to these Terms and Conditions on have not yet reached the legal drinking age mentioned in article 1 below, please leave the Website immediately.

We reserve the right to update or amend these Terms and Conditions at any time and keep you informed of such change.

#### 1. THE SERVICES

The Website main purpose is to provide invoice status visibility. In addition, the Website may provide other services from time to time (all services available on the Website are referred to as "the Services").

Unless stated otherwise the Services are for your personal and non-commercial use only.

We may make changes to the information and content included in this Website and any time without notice. We shall not be responsible for any detrimental reliance you may place on this Website or its contents.

## 3. DATA PRIVACY INFORMATION RELATING TO THE USE OF WEBSITE

To ensure that you feel safe and happy visiting our Website, the following information gives you a comprehensive guide as to what we do with your details and more specifically how we collect, use and pass on your personal data.

#### 3.1 Data collection: What information do we collect and on which legal grounds?

If you register a user account on our Website, we collect your email-address in order to provide you with the Services.

We may collect additional information about your device or your use of the Services in ways that we describe to you at the point of collection or otherwise with your consent.

Please note that in accordance with applicable data protection law, your personal data can be collected or processed if:

- you have given us your consent for the purposes of the processing. For the avoidance of doubt, you will always have the right to withdraw your consent at any time; or

- it is necessary for the performance of an agreement to which you are a party;

- it is necessary for the legitimate purposes of optimizing our website and analysing your use of the website;

- it is required by law.

We will only process your personal data for specified, explicit and legitimate purposes and we will not process your personal data further in a way that is incompatible with those purposes.

Such purpose can be the improvement of your visit on our Website or the offering of our Services.

#### 3.2 How do we use your information?

- **To Provide, Manage, and Improve our Products and Services.** We may use your information to provide, manage, and improve our operations, features and services, including to deliver the Services, personalize content, understand how you use and interact with the Services. For example, we may use your e-mail address to link it with an out-of-office message of your choosing.
- **To Protect the Rights of the Services and Others.** We may use your information as We believe is necessary or appropriate to protect, enforce, or defend the legal rights, privacy, safety, or property of the Services, our employees or agents, or other users and to comply with applicable law.

#### 3.3 How do we share your information?

For the purposes for which we collect your personal data, we may disclose your personal data to the following categories of recipients:

a) Authorised staff members of ABI;

b) Affiliates and subsidiary companies of ABI;

c) Business partners: trusted companies that may use your personal data to provide you with the Service(s) you requested.

d) Service providers: companies that provide Services for or on behalf of ABI, for the purposes of providing such Services.

- e) Other parties when required by law: ABI may share your personal data with other third parties:
- to comply with the law, regulatory requests, court orders, subpoena, or legal processes;
- to verify or enforce compliance with ABI's policies and agreements; and
- to protect the rights, property or safety of ABI and/or its customers.

f) Other parties in connection with corporate transactions; and

g) Other parties with your consent or upon your instruction: ABI may share your personal data with third parties when you consent to or request such sharing.

Please be aware that service providers who may offer products and/or services to you through their Services or via their own channels – may separately collect personal data from you. In such case, ABI is not responsible for the collection of this data. These third parties are solely responsible for the control of such personal data and the processing of your data will be subject to their Privacy Policy.

# 3.4 What are your rights?

You have the right to access and rectify your personal data, as well as the right to object to the processing of your personal data for direct marketing purposes. In addition, you have the right to erasure or to be forgotten as well as the right to data portability. When the processing of personal data is based on you consent, you have the right to withdraw your consent at any time.

You can exercise these rights by sending a written request to our data protection contact (see section 3.6 "Who can you contact in case you have questions or requests?").

If you require further information in relation to your privacy rights or would like to exercise any of these rights, please also contact our data protection officer (see section 3.6 "Who can you contact in case you have questions or requests?").

## 3.5 Who is responsible for processing your personal data?

The party responsible for this Website is ABI, contactable via the contacts section in this website

# **3.6** Who can you contact in case you have questions or requests? The data protection contact point

ABI has in place a data protection contact point available for you to submit your questions or requests relating to the processing of your personal data. You can access this data protection contact point in our global "contact us" website (<u>https://contactus.ab-inbev.com</u>).

In the ejection of these rights, ABI may collect your name, e-mail address and your request details. Please be aware that ABI only requires your email address and request in order to process your request. Other details are optional for you to share with us. Your personal details will be saved only so that we can respond to your request, and will subsequently be deleted, unless there are legal requirements stipulating the retention of these data.

Please contact our data protection contact point if you wish to exercise your rights as data subject in the terms described in section 3.4.

### 3.7 Links to Third-Party Sites

We are not responsible for the security or privacy of any information collected by other websites, applications, or other services or by your mobile operating system operator, wireless carrier, or other

similar providers. You should exercise caution and review the privacy statements applicable to the thirdparty websites and services you use.

## 3.8 Do-Not-Track Signals and Similar Mechanisms.

Some web browsers may transmit "do-not-track" signals to websites with which the user communicates. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. Because there currently is no industry standard concerning what, if anything, websites should do when they receive such signals, the Services currently do not take action in response to these signals. If and when a final standard is established and accepted, we will reassess how to respond to these signals.

### 3.9 Cookies

Cookies are small text files that are placed on your device by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the Website. If you do not wish the cookies to be used then please do not use our Website as they cannot be turned off for the Website to work effectively.

Type of Cookie	Name	Purpose	More information
Temporary	bud_auth	Authentication of the user – without this cookie the user would not be able to login	Expires at the end of the session
Temporary	bud_session	Session state of the logged in user – without this cookie the user would have to login to view each page.	Expires at the end of the session
Temporary & Permanent	utma utmb utmc utmz	Google Analytics uses cookies to help us analyse how you use this Website. We use the information to compile reports and to help us improve the Website. The cookies collect information in an anonymous form, including the number of visitors to the Website, where visitors have come to the Website from and the pages they visited. For an overview of privacy at Google, please <u>click here.</u>	_utma expires 2 years after creationutmb expires 30 minutes after last access to the website _utmc expires 30 minutes after last access to the Website _utmz expires 6 months after last access to the Website

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit <u>http://www.allaboutcookies.org</u>.

**Please note:** if you choose to fully disable the use of cookies on your browser, this Website might not display or function as designed on your device.

### **3.10** Targeting technologies

Integrated into this Website are the targeted advertising tools Microsoft Azure Application insights. These tools use cookies and similar technologies and enable us to analyse the visitor's use of our Website. For this purpose the generated information in the cookie (including your IP-address) is sent to us and stored to enable us to optimize the use of our Website and/or provide you with advertisements tailored to your interests. You may preclude the use of these tracking technologies by selecting the appropriate settings in your browser. Be aware that in this case it may occur, that you may not be able to use all functions of this website.

You can also object to the use to of Microsoft Azure Application insights at any time by opting out cookie.

# 3.11 Special Note to International Users

The Website is hosted in Microsoft Cloud platform (called Microsoft Azure) in Europe Region. If you are attempting to access this Website from a physical location within the United States, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from Belgian laws, please be advised that your use of this Website is governed by the General Data Protection Regulation (European law) and national law (Belgian law) and these Terms and Conditions. To the extent you provide personal data through the Website, you are transferring your data to Microsoft Cloud platform (called Microsoft Azure) in Europe Region.

In connection with any transfer of your personal data to outside the European Economic Area (= member states of the European Union + Iceland, Norway, and Liechtenstein, "EEA") that do not offer the same level of data protection as in the EEA, we will implement appropriate safeguards to ensure an adequate level of protection of your personal data. These safeguards can for instance consist in agreeing with recipients on standard data protection clauses in the form of template transfer clauses adopted by the Commission guaranteeing such adequate level of protection.

# 3.12 Security

We ensure that appropriate technical and organisational security measures are taken against unlawful or unauthorised access or use of your personal data, as well as against accidental loss or damage to the integrity of your personal data.

We update and test our security technology on an ongoing basis. We restrict access to your personal data to those employees who need to know that information to provide benefits or Services to you. In addition, we train our employees about the importance of confidentiality and maintaining the privacy and security of your information. We commit to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.

Your personal data will only be processed by a third party Data Processor if that Data Processor agrees to comply with those technical and organisational data security measures.

Maintaining data security means guaranteeing the confidentiality, integrity and availability of your Personal data:

(a) Confidentiality: we will protect your Personal data from disclosure to third parties.

(b) Integrity: we will protect your personal data from being modified by unauthorised third parties.

(c) Availability: we will ensure that authorized parties are able to access your Personal data when needed.

## 3.13 Children's Privacy

Please only share the content of our Website with those who are of legal drinking age. Our Services are not intended for individuals under the legal drinking age. If we learn that an individual under the legal drinking age has provided us with personal information, we will delete it.

## 4. ACCEPTABLE USE

1. You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity, or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent. ABI will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

- 2. In using the Website and/or Services you agree not to:
- use this Website for anything other than personal, non-commercial use;
- modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose;
- use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;
- post, publish, distribute or disseminate material or information that is defamatory, libellous, obscene, indecent, threatening, abusive, harassing or unlawful;
- post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group, including on account sex, race, religion, disability, or nationality;
- threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;
- use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;
- promote the excessive, irresponsible, or underage consumption of alcohol;

- make available or upload files that contain a virus, worm, trojan, or corrupt data that may damage the operation of the computer or property of another;
- collect or store personal information about others, including email addresses;
- advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;
- impersonate any person or entity for the purpose of misleading others;
- violate any applicable laws or regulations;
- use the Website or Services in any manner that could damage, disable, overburden or impair the Website or Services or interfere with any other party's use and enjoyment of the Website or Services;
- post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement; or
- attempt to gain access to any of the Services, other accounts, computer systems, or networks connected to the Website or Services through hacking, password mining or any other mining, or any other means.

3. ABI is under no obligation to monitor, screen, or sanction the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove at any time and without notice any material that breaches these Terms and Conditions or is otherwise objectionable.

### 5. **TERMINATION**

1. ABI has the right to terminate your access to any or all of the Services or Website at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions.

2. ABI may also at any time, at our sole discretion, discontinue the Website or Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website or Services.

### 6. LINKS TO THIRD PARTY WEBSITES

1. The Website or Services may include links to third party websites that are controlled and maintained by others. ABI is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked site, unless specifically stated therein.

2. You acknowledge and agree that ABI has not reviewed all sites linked to this Website and is not responsible for the content or availability of any such sites. Your linking to other off-site pages or other sites is at your own discretion and risk.

## 7. INTERNATIONAL USE

You agree to comply with all applicable local laws and rules regarding acceptable use of and conduct on the Internet.

## 8. INTELLECTUAL PROPERTY RIGHTS

1. Copyright belongs to ABI

ABI is the owner of any and all copyright in this Website. Pictures, graphics, text, images of places or people are either the property of ABI or used on this site with permission of the owner of the intellectual property. No portion of this site, including but not limited to the text, images, audio or video, may be used in any manner, or for any purpose, without ABI's express written permission, except if indicated herein.

Trade names, logos, and trademarks belong to ABI, its affiliates and/or partners.

By entering this site you acknowledge and agree that any name, logo, trademark, or service mark contained on this Website is owned by the ABI group companies and may not be used without prior written approval. Your use of any of these materials is prohibited unless specifically provided for on the site. Without in any way waiving any of the foregoing rights, you may download one copy of the material on this site for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark or other proprietary notices. Modification, repostment, or use of the material on this Website that would damage the reputation of ABI or its partners, or any model or person, violates ABI's legal rights. ABI will enforce its intellectual property rights to the full extent of the law. Any unauthorized use of all, part, or any aspect of ABI's or its partners' Intellectual Property may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy and publicity rights.

2. By using this site you acknowledge and agree that any communication or material you transmit to this site, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you submit to ABI through this Website will become and remain ABI's property and therefore may be used by ABI anywhere, anytime and for any reason whatsoever, without notice, compensation or any other obligation to you or any other person.

# 9. INDEMNITY

You agree to indemnify and hold ABI harmless from and against any breach by you of these Terms and Conditions and any claim or demand brought against ABI by any third party arising out of your use of the Website, Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by ABI in consequence of your breach of these Terms and Conditions.

## 10. DISCLAIMERS AND LIMITATION OF LIABILITY

1. Use of the Website and Services is at your own risk. The Website and Services are provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

2. By entering this Website you acknowledge and agree that your use is at your own risk and that this Website, its owners, officers, directors, employees, or any of the parties involved in creating, producing, or delivering this Website are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily, or otherwise, in any connection with the access to, the use of, or browsing of this Website or in connection with any content, information, data, promotions, activities, associated with this Website, or in connection with your downloading of any materials, text, data, images, video or audio from this Website, including but not limited to anything caused by any transmission defects, viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections. You specifically acknowledge that ABI shall not be liable for user submissions to the Services or the defamatory, offensive, or illegal conduct of any third party and the risk of harm or damage from the foregoing rests entirely with you.

3. ABI makes no warranty that the Website or Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the Website or Services will be uninterrupted or error free, that defects will be corrected or that the Website or Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

4. Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of ABI for death or personal injury as a result of the negligence of ABI.

# 11. SEVERANCE

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify these Terms and Conditions to effect the original intent of the parties as closely as possible.

## 12. ASSIGNMENT

These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ABI without restriction.

## **13. TECHNICAL FAILURES**

ABI and its agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections of failed, incomplete, corrupted or delayed computer transmissions which may limit a participant's ability to participate in a contest.

## 14. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of Belgium and you hereby submit to the exclusive jurisdiction of the courts of Belgium.

If you use this Website from another country, you are responsible for compliance with any and all applicable local laws.

ABI, its affiliates, and/or partners make no representation that the materials contained within this Website are appropriate for countries outside the Belgium.