

Terms of Use

1. INFORMATION ABOUT OUR TERMS OF USE

These terms of use ('**Terms**') set out the rules for using our website [www.OreoKitchen.ma] ('**Website**').

By using the Website you agree that you accept these Terms and that you will comply with them.

If you do not agree to these Terms, you must not access or use the Website.

Please read these Terms carefully and print a copy for your future reference as we will not file a copy of these Terms and may also update them from time to time. If you have any queries then please contact us.

2. WHO WE ARE AND HOW TO CONTACT US

Who we are

[www.OreoKitchen.ma] is a Website owned by us, Mondelēz Maroc.

We are a public limited company with a capital of MD 50,000,000, whose head office is located at Casablanca, Bd Chefchaouni , Rue E, Route 110, Quartier Industriel Ain Sebaâ, 20300, registered in the Casablanca Trade Register under number 29.629, for its "OREO" brand.

How can I contact you?

To contact us, email at Customercare.mena@mdlz.com

If you would like to make a complaint or feel that any material appearing on the Website is offensive, objectionable, or potentially defamatory please contact us via the details in section above and provide full details of the nature of your complaint and the materials to which the complaint relates.

3. WE MAY MAKE CHANGES TO THESE TERMS

Our right to make changes to the Terms

We may update these Terms from time to time. We will give you reasonable notice of any major changes via a suitable announcement on the Website.

When will the changes apply?

The changes will apply to your use of the Website after we have given such announcement.

What should I do if I don't want to accept the changes?

If you do not wish to accept the new terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new terms.

Please check these Terms to ensure you understand the terms and conditions that apply at that time.

4. USE OF OUR WEBSITE

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We may disable access to your account

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at Customercare.mena@mdlz.com

Your use of the Website

We only provide the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes.

The Website may only be used for lawful purposes. You agree to comply with all applicable laws and regulations regarding the Website and its use.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

What can't I do?

You must not knowingly:

- upload or transmit through the Website any computer viruses, Trojans, worms, logic bombs or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- upload or transmit through the Website any material which is defamatory, offensive or of an obscene character;
- attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website; or
- attack our Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching the above you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

We are not responsible for viruses or other harmful material

We will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

We may monitor your use of the Website

We may disclose such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

You acknowledge that we have no obligation to monitor your access to or use of the Website, but that we have the right to do so for the purpose of operating the Website, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any content that we, at our sole discretion, consider to be in violation of these Terms or otherwise harmful to the Website provided.

5. CHILDREN

Our Site is intended for parents looking to download educational activities to enjoy with their children. This site is not meant for and should not be accessed by anyone under the age of 13.

6. HOW WE USE YOUR PERSONAL INFORMATION

We will treat all your personal information as confidential and will only use it in accordance with our **Privacy Policy**. In addition, we will process information about you in accordance with our **Privacy Policy**.

By using our Website, you:

- consent to such processing and you warrant that all data provided by you is accurate;
- allow us to use the information to carry out research as required and communicate future promotions to you;
- allow us to contact you via the information you have provided i.e. through email or SMS or WhatsApp for future promotions or to receive feedback on Mondelēz and its products;
- agree that the personal data collected, are necessary to satisfy legal and other requirements not contained herein;
- agree that the communication of personal information relating to you is carried out in compliance with Morocco law;
- expressly authorize us to process your personal data and to communicate such data, to our subsidiary companies of the group, to our partners, our subcontractors and service providers and to any other required legal authorities, as required and in accordance with local laws and regulations.

7. OUR INTELLECTUAL PROPERTY RIGHTS IN OUR WEBSITE

Our intellectual property rights in the Website and its content

Other than in relation to links to third party websites, we or our licensors are the owners or the licensee of all intellectual property rights in the Website and in the material published on it, including all brand names and trademarks. All such rights are reserved and nothing in these Terms will be interpreted as giving you ownership or rights in such intellectual property or the data contained therein.

You are not permitted to use our intellectual property without our approval.

8. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES WHICH WE LINK TO

As a convenience to you, the Website may include links to other websites or material which is provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the content of those websites or resources and we accept no responsibility for the availability, suitability or content of such websites and nor do we review or endorse them or any views expressed within them.

We will not be responsible for the privacy practices or content of such websites nor will we be responsible for any damage, loss or offence caused or alleged to be caused that may arise from your use of them.

9. DO NOT RELY ON INFORMATION ON OUR WEBSITE

The content on our Website is provided for entertainment purposes only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

If we are informed of any inaccuracies in the material on the Website we will correct this as soon as we reasonably can.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We provide you with access to the Website free of charge, we will not be responsible for any loss, injury or damage of whatever kind caused in whole or in part by:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- failure of the Website to meet your requirements.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet.

11. OUR RIGHTS IF YOU BREACH THESE TERMS

Should you make any illegal and/or unauthorised use of the Website, and/or fail to comply with these Terms, we may take such action as we reasonably determine to be appropriate including amongst other measures temporarily or permanently removing your registration and right to use the Website.

12. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

Our Website is made available free of charge.

We may suspend or withdraw all or any part of our Website for business and operational reasons.

We may disable any user identification code or password we have provided to you, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of these Terms.

13. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These Terms shall be governed by and construed in accordance with the Moroccan laws and any disputes will be decided only by the Casablanca courts in accordance with the Moroccan laws.