

## General Terms of Use

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### 1. Acceptance of Terms of Use.

Your access to and use of the Sites are subject to the following terms of use ("**Terms of Use** "). By accessing or using the Sites, you agree to be bound by these Terms of Use and to comply with all applicable laws. If you do not agree to these Terms of Use, without limitation or qualification, you may not use the Site. **Kelsen** may revise these Terms of Use at any time by updating this posting. All revisions to these Terms of Use are effective immediately when we post them and apply to use of the Sites thereafter. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound. In addition, certain of the Sites may contain additional terms that govern particular features or offers (such as sweepstakes) ("**Program Terms**"). Users of the Sites must be eighteen (18) years of age or older to purchase merchandise from the Sites, where available, without the involvement of a parent or legal guardian. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a person under eighteen (18) years old, please be advised that you are fully responsible for her or his use of the Site, including any financial charges or legal liability that she or he may incur. In the event that there is a conflict between any of the terms, conditions and notices of these Terms of Use and the Program Terms, these Terms of Use shall control.

### 2. Content and Intellectual Property Ownership; Conditional Use of Content.

The content and all other materials on the Sites, including, without limitation, the copyrights and other intellectual property rights in the artwork, graphics, photographs, text, video and audio clips, trademarks and logos available on the Sites (collectively the "**Content**") are owned by **Kelsen**. You may access and use a Site and the Contents thereon solely for personal, non-commercial, or entertainment purposes only. You are not permitted to copy, reproduce, reuse, retransmit, adapt, publish, frame, post, upload, distribute, modify, broadcast or make derivative works of any Content in any way, including for any public or commercial purpose whatsoever, without the prior written consent of **Kelsen** or the owner of such materials. All rights not granted under these Terms of Use are expressly reserved by **Kelsen**.

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### 3. User Conduct/Acceptable Use Policy.

A Site may provide you with an opportunity to interact with others and share your thoughts, information, and materials. **Kelsen** expects all of its users to be respectful of others ("**Acceptable Use Policy**"). If you notice any violation of this Acceptable Use Policy or other unacceptable conduct by

any user, you should contact us and report such activity using one of the options listed below in Section 18.

You are solely responsible for the content, information, and other materials that you post on a Site, submit to a Site, or transmit to other users (including, but not limited to, creative ideas, suggestions, and feedback/information on **Kelsen**'s products and services) ("**User Generated Content**") and agree that you will not hold the Released Parties responsible or liable for any content, information, or materials from other users that you access on a Site.

Categories of prohibited User Generated Content listed below are merely examples and are not intended to be exhaustive. Without limitation, you agree that you will not post or transmit to other users any User Generated Content that:

- *is defamatory, abusive, obscene, profane, scandalous, inflammatory, pornographic, indecent, or offensive;*
- *infringes or violates another party's intellectual property rights (such as music, videos, photos, or other materials for which you do not have written authority from the owner of such materials to post on a Site);*
- *violates any party's right of publicity or right of privacy;*
- *is threatening, harassing, or that promotes bullying, racism, bigotry, hatred, or physical harm of any kind against any group or individual;*
- *is inaccurate, false, or misleading in any way;*
- *is illegal or promotes any illegal activities;*
- *promotes illegal or unauthorized copying of another person's copyrighted work or links to said work, or provides information to circumvent any security measure;*
- *contains "masked" profanity (i.e., D@&#);*
- *contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or*
- *contains any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.*

We may review, edit, or delete content and materials that you or others send or post to a Site, but are not obligated to do so.

You understand that when using a Site, you will be exposed to content and materials from a variety of sources, and that **Kelsen** is not responsible for the accuracy, appropriateness, usefulness, safety, or intellectual property rights of or relating to such content and materials.

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on a Site. Further, you may not use any such automated means to manipulate a Site or attempt to exceed the limited authorization and access granted to you under these Terms of Use. You may not resell the use of, or access to, a Site to any third party.

#### **4. Ownership of Material You Send, Post, Submit, or Transmit; Submissions.**

From time to time, **Kelsen** may ask that you send, post, submit, or transmit to a Site, User Generated Content. Any User Generated Content that you send, post, submit or transmit is and will be deemed and treated as non-confidential and non-proprietary by **Kelsen**. Such User Generated Content, upon being transmitted to **Kelsen**, shall immediately become the property of **Kelsen** and **Kelsen** shall

exclusively now and hereinafter own all rights, title, and interest therein (subject to any third-party rights). Furthermore, **Kelsen** shall be free to use the Generated Content, without restriction, for any purpose whatsoever (subject to any third-party rights), including, but not limited to, developing, manufacturing, advertising, promoting, and marketing products, WITHOUT COMPENSATION, OTHER OBLIGATION OR ANY OTHER LIABILITY TO YOU, and shall further be entitled to reproduce, disclose, transmit, publish, broadcast, or post in any medium, or edit, modify or delete all or any part of any User Generated Content. **Kelsen** shall not be liable for disclosure of such User Generated Content or for any similarities in the User Generated Content and any future **Kelsen** uses or activities.

Notwithstanding the foregoing, **Kelsen** maintains a policy of not accepting or considering creative ideas, suggestions or materials from the public ("**Submissions**") and therefore, you should not make any Submissions to **Kelsen** in any communications through this Site or otherwise. If you do send us a Submission, despite the aforementioned request not to do so, then such Submission shall immediately become the property of **Kelsen**, **Kelsen** shall exclusively now and hereinafter own all rights, title and interest therein, and such Submission shall be subject to the terms and conditions set forth in this Section 4 above (including without limitation the freedom to use any Submissions for any purposes whatsoever and without any compensation or other liability to you).

## **5. Links to Other Sites.**

A Site may contain links to other websites that are not owned, operated, or maintained by us. You should note when you leave a Site and read the terms and conditions and privacy policies of each and every website that you visit. You should also independently assess the authenticity of any website which appears or claims that it is one of our Sites (including those linked to through an email). Despite any links that might exist on a Site, we do not control, recommend, or endorse and are not affiliated with these websites or their content, products, services, or privacy policies. Viewing any third party site is at your own risk. Downloading material from certain websites may risk infringing intellectual property rights or introducing viruses into your computer system.

## **6. Promotions and Offers.**

From time to time, we may run a promotion (e.g., contest, sweepstakes, instant win game, etc.) or an offer on a Site ("**Promotion**"). Any Promotion set forth on a Site shall be void where prohibited and subject to the posting of any official rules relating to such Promotion. Each Promotion will have its own rules and conditions, which shall be in addition to the terms in these Terms of Use. Participation in any Promotion requires your acceptance of such rules and conditions.

## **7. Site Transactions.**

If you choose to purchase any merchandise that is made available through a Site (each, a "**Transaction**"), you will be asked to provide certain information relevant to your Transaction (e.g., your credit card number, billing address, shipping information, etc.). You represent and warrant that you (i) have the legal right to use any credit card, debit card or other payment method that you use in connection with the Transaction and (ii) are either eighteen (18) years of age or older or have a parent or legal guardian with you to make the Transaction on your behalf. We reserve the right, in our sole discretion, to refuse or cancel any order you place with us. Some instances that may result in your order being cancelled include, but are not limited to, where a product has been mispriced; when payment or billing information cannot be confirmed; or where the product is no longer in our inventory or that of our third party fulfillment provider. In the event that we cancel an order, we will attempt to notify you by contacting the email, billing address and/or phone number provided at the time you placed the order.

## **8. Privacy.**

The privacy of your personally identifiable information is very important to us. For more information on what information we collect and how we collect, use, disclose, and manage such information, please read our **Privacy Policy**, which also governs your use of our Sites.

## **9. Cookies.**

**Kelsen** has the right to use both cookies that do not need your consent to be downloaded onto your device provided these are strictly necessary, and cookies that can be downloaded only upon your prior consent. Should you decide to disable cookies at any time by changing the relevant browser's settings, no liability can be charged on us as this may prevent you from correctly displaying the website. For more information on the use of cookies, please read our **Cookie Policy**.

## **10. Disclaimer of Warranties/Exclusion of Liability.**

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## **11. Indemnity.**

By using a Site, you agree to defend, indemnify, and hold harmless Ferrero, its officers, directors, employees, parent, subsidiaries, affiliates, business partners, website developer, representatives, and agents (collectively, the Released Parties"), from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, reasonable attorney's fees and costs) arising from: (i) any breach by you of any of these Terms of Use, (ii) any Submission or User Generated Content (including, but not limited to, claims for infringement of copyright, trademark, trade secret or other intellectual property rights of a third party, right of publicity, right of privacy, or defamation), (iii) your use of any Content or features available on or through a Site (except to the

extent a claim is based upon infringement of a third party right by materials created by **Kelsen**), (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject, and (v) any other matter regarding a Site and your access and use of it.

You agree to use best efforts to cooperate with us in the defence of any such matter. We reserve the right, at your expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

#### **12. Governing Law/Jurisdiction.**

All matters relating to a Site and/or these Terms of Use are governed by the laws of Belgium and the [courts of Belgium](#) shall [have](#) exclusive jurisdiction.

#### **13. Severability.**

If any term or provision of these Terms of Use shall be held or declared to be invalid, illegal or unenforceable for any reason by any rule of law or public policy, such provision shall be severed to the extent invalid or unenforceable and the remaining provisions shall continue in full force and effect.

#### **14. Waiver; Remedies.**

The failure by us to partially or fully exercise any rights or the waiver of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Use. Our rights and remedies under these Terms of Use shall be cumulative, and the exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

#### **15. Contact Information.**

Should you have any questions or comments regarding the Sites or these Terms of Use, you may contact us at [info@kelsen.com](mailto:info@kelsen.com)