

TERMS AND CONDITIONS DISTRIWEB

1. GENERAL INFORMATION

1.1 Distriweb is a web portal managed by AMP, available at www.distriweb.be. It enables the operators of points of sale to perform several operations, such as purchasing the goods intended for sale in their points of sale and managing the return of the unsold goods (the "Distriweb Portal").

The goods that are sold via the Distriweb Portal are distributed by the companies AMP, Burnonville and Alvadis.

1.2 AMP SA/NV is established in 1070 Brussels, Route de Lennik 451 and registered under the number 0403.482.188. It can be contacted by phone at +32 2 529 44 00 and by e-mail at contact@distriweb.be. AMP distributes the press articles.

Burnonville SA/NV is established in 1070 Brussels, Route de Lennik 451 and registered under the number 0440.559.746. It can be contacted by phone at +32 2 556 41 90 and by e-mail at contact@distriweb.be. Burnonville distributes the non-food products.

Alvadis SA/NV is established in 1070 Brussels, Route de Lennik 451 and registered under the number 0454.455.688. It can be contacted by phone at +32 2 556 41 58 and by e-mail at contact@distriweb.be. Alvadis distributes the prepaid products.

AMP, Burnonville and Alvadis are jointly designated as the "Distriweb Group".

The User is the natural or legal person who operates a point of sale and who uses the Distriweb Portal in the course of his professional activities.

1.3 Access to and use of the Distriweb Portal imply the unconditional acceptance by the User of these terms and conditions as they exist at the time of the access and use, to the exclusion of all other terms and conditions.

The Distriweb Group may, at any time, modify and update these terms and conditions. It shall inform the User about this by electronic means. The User is expected to check the terms and conditions on a regular basis.

2. ACCESS TO THE DISTRIWEB PORTAL

2.1 In order to gain access to the Distriweb Portal, the User must have its own computer equipment and communication software (computer, phone, Internet, software, etc.).

The User shall ensure that its equipment is compatible with the technical specificities of the Distriweb Portal as set out on www.distriweb.be.

2.2 In order to take advantage of the services provided by the Distriweb Portal, the User must first register on the website www.distriweb.be.

While registering to the Distriweb Portal, the User undertakes to provide correct and complete information.

In the event that the User provides inaccurate, out of date or uncomplete information, the Distriweb Group reserves the right to suspend, refuse or terminate the access to the Distriweb Portal.

After verification and validation by the Distriweb Group of the information provided, the User shall be assigned access codes. The User is solely responsible for any loss, theft, misappropriation or unauthorized use of these access codes and its consequences.

3. USE OF THE DISTRIWEB PORTAL – RESPONSIBILITY

3.1 Telecommunication and other costs induced by the use of the Distriweb Portal are exclusively borne by the User.

3.2 The User acknowledges that:

- the use of the Distriweb Portal is at its own risk. The User is solely responsible for its use of the services available on the Distriweb Portal;
- the Distriweb Portal is accessible to it "as is" and depending on its availability;
- the illustrations and descriptions of the products offered for sale are provided for reference only. The Distriweb Group reserves the right to make changes to the goods. The User accepts that the delivered goods may slightly differ, in particular with regard to the colour or the structure, from the potential specifications or visuals communicated on the Distriweb Portal;
- the information and other data published on the Distriweb Portal are provided for reference only. The Distriweb Group shall use its best endeavours to provide the Users with updated and recent information. However, the Distriweb Group shall not incur any liability for errors, omissions or results obtained as a result of a bad use of these information. The Distriweb Group undertakes to correct the errors or omissions as soon as they are brought to its attention;
- any material downloaded or otherwise obtained through the use of the Distriweb Portal is done at the User's own risk;
- it is solely liable for any damage suffered by its computer or for any other loss of data derived from the downloading of a material or from the use of the Distriweb Portal;
- it must take all necessary measures in order to protect its data, and/or software against the contamination by potential viruses circulating through the content of the Distriweb Portal.

3.3 The User expressly undertakes:

- to strictly limit the use of the Distriweb Portal to the exploitation of its point of sale;
- not to enable third parties, other than those who are assigned to the operation of the point of sale, to access the Distriweb Portal, by any means;
- not to disclose nor communicate to third parties:
 - o its access codes;
 - o the program or content of the Distriweb Portal, by any means;
 - o any type of information obtained while using the Distriweb Portal.
- not to use the Distriweb Portal to place orders or requests for competitors of the Distriweb Group;

- not to alter the functioning of the computer systems nor usurp or hijack the other Users' credentials, names or attributes;
- not to engage in behaviour that could damage the image, interests and other rights of the Distriweb Group or third parties;
- not to damage the proper functioning of the Distriweb Portal nor the applications or information that are linked to it. For that purpose, the User shall immediately inform the Distriweb Group of any problem, such as a breakdown, deterioration, loss, etc. affecting this use. Any communication regarding the problems shall occur by phone, during the working hours from Monday till Friday between 7 am and 4:30 pm;
- to comply with all applicable legal and regulatory provisions.

3.4 The User is fully responsible for the possible non-compliant use of the Distriweb Portal by its employees or co-workers. The User is fully responsible for the use of the access codes: any connection to the Distriweb Portal or any data transmission performed from its Distriweb account shall be deemed to have been performed by the User.

In case of transfer, resignation, retirement or cessation of activity of the manager, he automatically loses the right to use the Distriweb Portal.

3.5 The Distriweb Portal may contain links to third party websites that are not published or controlled by the Distriweb Group. The Distriweb Group declines all responsibility with regard to the content, the functioning, the proposed services and the access to these third parties' websites.

3.6 The Distriweb Group shall not be responsible towards the User or its co-workers or employees for any direct or indirect damage resulting from the use of the Distriweb Portal by the User or its co-workers or employees, or from their inability to use the Distriweb Portal. This limitation of liability applies to the extent permitted by the applicable law.

3.7 The Distriweb Group undertakes to take all appropriate measures in order to best secure the access, consultation and use of the Distriweb Portal.

The Distriweb Group reserves the possibility to momentarily interrupt or suspend the access to the Distriweb Portal or to change access to it in case of force majeure or other event beyond the control of the Distriweb Group and subject to possible breakdowns and maintenance operations that are necessary for the proper functioning of the Distriweb Portal. These interventions may be performed without prior information of the User and without any compensation of any kind for the User.

The Distriweb Group shall by no means be responsible in case of impossibility for the User to access and/or use the Distriweb Portal.

3.8 In case of breach of these terms and conditions by the User, the Distriweb Group reserves the right to limit, suspend or terminate the User's access to the Distriweb Portal and to take all technical measures for that purpose. Moreover, the Distriweb Group reserves the right to request full compensation for the damages suffered by it.

4. SUPPLY OF THE PRODUCTS

4.1 Supply and return:

- of the press articles shall be governed by AMP's Terms and Conditions of Supply of Press Articles (the "TCSPA");
- of the non-food products, by the Terms and Conditions of Sale of Burnonville; and
- of the prepaid products, by the Terms and Conditions of Alvaldis.

4.2 **The orders** – The User that wants to place an order, selects the products of its choice by clicking on "Add to basket".

At any time, the User may:

- verify the list of selected products and obtain detailed information on each of them;
- correct its order;
- continue its selection of products by clicking on "Continue my visit";
- end its order by clicking on "Finalize my order".

After having finalised its order, the User becomes aware of the summary purchase order and clicks on "Confirm my order". Confirmation of the summary purchase order constitutes the User's consent.

When the User confirms its order, it will receive a notification by e-mail in its Distriweb inbox, confirming that the Distriweb Group or one or several of its members has/have received its order. This e-mail constitutes the Distriweb Group's or one or several of its members' acceptance of the order. This confirmation e-mail contains an order number, detailed information regarding the products, information regarding the delivery and regarding the payment of the products.

The Distriweb Group reserves the right to refuse any order from a User, in particular where there is a dispute regarding the payment of a previous order or for any other reason that could make the order suspect (e.g. a large amount of ordered products, ...).

The User may at any time consult the details of its order in the section "My orders".

4.3 **Quantity** – The User undertakes to order at least for 150 EUR of non-food and/or prepaid products per order.

The Distriweb Group does offer any formal guarantee to deliver a product or an amount of products. This depends on the available stocks as determined by the supplier or producer.

In respect of the press articles, the quantities ordered by the User are transferred to the editors for reference only. They are not obliged to deliver the quantities ordered and are free to vary these amounts both up- and downwards.

5. INTELLECTUAL PROPERTY

5.1 The Distriweb Portal and its entire content (including the texts, comments, reviews, illustrations, images, drawings, designs, databases, marks, logos, downloadable documents, goods, etc.) are protected by copyright and by any other intellectual property right, throughout world. The members of the Distriweb Group own or are entitled to exploit all these rights.

AMP holds the trademark "Distriweb" and the domain name "distriweb.be".

5.2 The Distriweb Group grants the Users the non-exclusive right to visualize the content of the Distriweb Portal on their computer, for their own professional use, except for any public visualization or broadcasting.

The User acknowledges that any exploitation (i.e. any total or partial reproduction, adaptation, public communication and distribution), for any reason, of any constituent part of the Distriweb Portal that is not specifically covered by this provision, is not authorized and requires the prior written consent of the Distriweb Group.

5.3 The Distriweb Group reserves the right to claim complete compensation for the damage suffered as a result of the non-compliance to the provisions mentioned in this article, in accordance with the applicable legal provisions.

6. PROCESSING OF PERSONAL DATA

By creating an account on the Distriweb Portal and by using the services of the Distriweb Portal, the User agrees with the processing of personal data relating to it by the Distriweb Group in accordance with the applicable Act of 8 December 1992 on the protection of private life with respect to the processing of personal data.

The Distriweb Group shall use the User's personal data in order to process the orders and returns of the goods, for client management purposes and in order to inform the User of its products and services, amongst others via direct marketing. The User has the right to object, free of charge, to the processing of personal data relating to it for the purposes of direct marketing.

The User's data may be transferred to partners of the Distriweb Group in order for them to inform the User of their products and services, amongst other via direct marketing.

The User has the right to access, to object to, to rectify and to cancel personal data relating to it. The User may exercise this right by writing to the following address: Route de Lennik 451, 1070 Brussels, or to the following e-mail address: contact@distriweb.be.

7. ENTRY INTO FORCE – TERM – TERMINATION

7.1 The access to the Distriweb Portal is valid for a period of 1 year as of the assignment of the access codes to the User. Beyond this term, the access will be automatically renewed for successive periods of 1 year, unless one of the parties notifies the other party, at least three months prior to the expiry of the successive periods, via the Distriweb Portal, of its decision to terminate the access.

7.2 In the event of a breach of these terms and conditions by the User, the Distriweb Group reserves the right to limit, suspend or terminate the User's access to the Distriweb Portal and to take all technical measures for this purpose. Moreover, the Distriweb Group reserves the right to claim full compensation of the damages suffered by it.

8. CONFIDENTIALITY

8.1 The parties undertake not to disclose these terms and conditions nor any information regarding the other party, its products, services and activities that were acquired through the use of the Distriweb Portal, both for the duration of use as during 10 years after the end of said use, for any reason.

8.2 Moreover, the User undertakes not to disclose nor communicate to following to third parties:

- its access codes;
- the program or content of the Distriweb Portal, by any means;
- any type of information obtained while using the Distriweb Portal.

8.3 The parties undertake to impose this confidentiality obligation on their personnel and subcontractors.

9. MISCELLANEOUS

Total or partial invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remaining provisions nor the validity or enforceability of the terms and conditions as a whole.

10. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by Belgian law. In the event of conflict, the Brussels courts will have exclusive jurisdiction.