

MILCOBEL TERMS OF USE

1. General

- 1.1 These terms of use (“**Terms of Use**”) apply to this website, to all webpages, to all applications you are permitted to access via the website (“**Website**”) and to the extranet page <https://extranet.milcobel.com> (“**Extranet**”) of Milcobel CC, Fabriekstraat 141, haven 1140, 9120 Kallo (Beveren), Belgium, with corporate registration number (BE VAT) 0870.019.427, (RPR Ghent, division Dendermonde), info@milcobel.com (“**Milcobel**”). Milcobel reserves the right to implement, at its own discretion, dedicated terms of use for certain websites, webpages or applications which shall be communicated to the visitor.
- 1.2 As a courtesy to you, Milcobel may make these Terms of Use available in different languages. In case of a discrepancy between the different language versions, the English version prevails.
- 1.3 By continuing to use the Website or Extranet after having been informed of these Terms of Use, you acknowledge that you have read them carefully.

2. Intellectual property rights

- 2.1 All intellectual property rights (understood as all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world) associated with the content of this Website and Extranet is owned by Milcobel or by a third-party provider of Milcobel with whom Milcobel has made the required license arrangements. Any commercial use of such content is not allowed without the written consent of Milcobel.
- 2.2 Milcobel grants you a temporary, limited, revocable, non-sublicensable, non-exclusive and non-transferable license to use this Website and Extranet in accordance with these Terms of Use.
- 2.3 You will indemnify and hold Milcobel harmless for all damages for which you are liable, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, due to your infringement of any intellectual property right owned by a third party.

3. Use of the Website and Extranet

- 3.1 Every use of this Website or the Extranet is at your risk and responsibility. You will refrain from using the Website or the Extranet:
 - to engage in any act of fraud, misrepresentation or other unethical behaviour, including uploading of content that is offensive, defamatory, pornographic, threatening, obscene, slanderous, hateful, hurtful or in any way illegal;
 - in a way that is illegal or that is intended to promote or commit illegal acts;
 - to infringe the rights of Milcobel or of third parties, such as intellectual property rights, privacy rights or in any way bring harm to Milcobel or third parties;
 - to disclose information about other visitors. This applies in particular to other users of the Extranet;
 - to send spam or other inappropriate messages or information;
 - to prevent other visitors from accessing the Website or Extranet;

- to transmit any software or other materials that contain viruses, malware, spyware, ransomware, adware, Trojan horses, or other items of a destructive nature or to evade or interfere with the security of this Website or Extranet in any other way and
- contrary to applicable law and regulations as well as these Terms of Use.

3.2 No link may be made from any other website to the Website or Extranet of Milcobel, unless explicitly indicated otherwise by Milcobel. This prohibition applies to any form or technique of connection whereby the name, address or any other element belonging to Milcobel is included or displayed on another website, or whereby internet visitors are referred from this other website to the Website or Extranet.

4. Applicants

4.1 When you apply for a vacancy at Milcobel or one of its affiliated companies, you guarantee that you:

- meet the minimum educational and age requirements, if applicable;
- only provide information to Milcobel or a recruiter that is true and accurate, as described in the “integrity declaration”;
- only apply in your own name and not in someone else’s name, unless you are a recruiter. If so, this must be made clear immediately when applying; and
- are a citizen of a European country.

4.2 If it is discovered during the application procedure that your application is untruthful, outdated, incorrect or contains misrepresentation, or that you do not apply with any of the conditions listed in clause 4.1, Milcobel has the right to refuse your candidacy immediately.

4.3 By registering on our application platform, you agree to the Terms of Use. The acceptance of the Terms of Use will be logged, but will not be accessible.

4.4 Milcobel reserves the right to revoke at any time, without prior notice and in its own discretion, your access to this Website, if you violate article 3 of these Terms of Use.

5. User of Extranet

5.1 Only persons authorised to access the Extranet will be allowed to consult the Extranet.

5.2 Your login credentials are personal and you are not allowed to share them with others. If you become aware that your login credentials have been obtained and/or used by any unauthorized party, please inform Milcobel immediately so that we may block access to your account and send you new login credentials, without prejudice to clause 5.4 below.

5.3 By registering on Extranet, you agree to these Terms of Use. The acceptance of the Terms of Use will be logged, but will not be accessible. Unless your account is closed due to a breach of these Terms of Use, you will have the possibility to obtain a copy of all information on your account that belongs to you in the event your membership with Milcobel ends.

5.4 Milcobel reserves the right to revoke at any time, without prior notice and in its own discretion, your access to this Website or the Extranet, if you breach article 3 of these Terms of Use.

6. Data protection

6.1 For more information regarding the processing of your personal data via this Website, the processing of your personal data as an applicant or the processing of your personal data via cookies, please refer to the respective policies.

7. Warranty and liability

- 7.1 This Website and the Extranet are created for your convenience. Milcobel is not liable for errors and omissions regarding the information contained in the Website or the Extranet, all information is presented “as is” and “as available”. Moreover, the information provided on the Website is purely informative and does not imply any obligation towards you.
- 7.2 Milcobel is not responsible for information provided by third parties about Milcobel, regardless of this information is part of this Website, the Extranet, or any linked website.
- 7.3 Milcobel will make reasonable efforts to avoid technical issues, but shall not be liable for any impact these issues might have on you.
- 7.4 As far as allowed under applicable mandatory law, Milcobel shall not be liable for any direct or indirect damages, which shall include without limitation loss of profit or turnover, missed savings, loss of customers or business opportunities, damage to reputation or image and moral damages, that result from the use of, or the inability to use, this Website, the Extranet and the materials contained therein. You remain solely responsible for your use of this Website or the Extranet.
- 7.5 You shall indemnify and hold Milcobel harmless from and against any and all claims, damages, liability, whether in contract, tort, misrepresentation, restitution, under statute or otherwise and/or costs which are the result of your infringement of these Terms of Use and applicable law. Moreover, in case of such infringement Milcobel reserves the right to block your access to this Website at any time, without prior notice and in its own discretion.

8. Modification of the Terms of Use

- 8.1 Milcobel reserves the right to modify or amend these Terms of Use at its own discretion and from time to time. Each modification or amendment shall be communicated via the Website and the Extranet. In the absence of written protest within five (5) days after notification of the modifications, you will be deemed to have accepted the modification.
- 8.2 If one or more provisions of these Terms of Use are void or invalid, this will not affect the validity of the other provisions. Any void or invalid provision will be replaced as quickly as possible with a provision that approximates the nature and purpose of the original provision as much as possible.

9. Governing law and jurisdiction

- 9.1 These Terms of Use are governed exclusively by the laws of Belgium. Any dispute regarding these Terms of Use will be submitted to the exclusive jurisdiction of the courts of Antwerp, Belgium.

10. Contact

- 10.1 Milcobel values your opinion. Therefore, you can refer your remarks, suggestions or questions regarding our Website or Extranet to info@milcobel.com. To avoid any misunderstanding, please be aware that any remarks or suggestions that you send us may be used by Milcobel, without any right of compensation. You waive any such claim you may believe you have.