# TERMS AND CONDITIONS OF USE FOR THE INTERNET SERVICE WWW.RECIPES.COM

#### § 1 GENERAL PROVISIONS

- 1. These terms and conditions (hereinafter referred to as the "Terms") define the rules for using the internet portal located at the address <a href="www.recipes.com">www.recipes.com</a> (hereinafter referred to as the "Internet Service" or "Portal") operated by UNILEVER POLSKA Sp. z o.o. with its registered office in Warsaw, 02-305, Al. Jerozolimskie 134, entered into the National Court Register maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, under the KRS number 0000258512, with share capital of PLN 10,000,000, Tax Identification Number: 521-339-03-41 (hereinafter referred to as "Unilever"). The Portal can be used by individuals visiting the Portal or publishing content on it (hereinafter referred to as "User" or "Users").
- 2. Unilever provides the following services for free:
  - 1. Provides Users with the Internet Service at the address <u>www.recipes.com</u>;
  - 2. Enables Users to post texts, photos, drawings, lists, collections, engage in discussions, and maintain them on the Internet Service, particularly for sharing ideas with other Users or visitors of the Portal;
  - 3. Enables the use of mobile applications and interactive services, especially on Facebook and Google+, through direct login, sharing content posted by Users, sharing opinions, and engaging in thematic discussions, if the Internet Service offers such functionalities;
  - 4. Sends newsletters to Users, including information about Unilever brand products, as well as information about news and updates posted on the Internet Service, provided prior consent is given to receive commercial information electronically, in accordance with the provisions of the Act on the Provision of Electronic Services, and the User provides an email address to which the newsletter is to be sent.
- 3. Works, including written texts, photos, drawings, and content of User conversations referred to in point 2 above, as well as any other content, data, information, photos, materials, opinions posted by Users on the Internet Service are collectively referred to as "Works."
- 4. Unilever is authorized to modify submitted Works and publish modified Works on the website, provided an annotation is added stating that the Work has been modified by Recipes.com.
- 5. Unilever is authorized to remove incomplete, law-violating, or non-compliant Works in accordance with legal regulations, good practices, or provisions of these terms.
- 6. Before posting any Works on the Internet Service, the User must read and accept the Terms. Refusal to accept the Terms will be considered as an inability to use the Internet Service.
- 7. Unilever reserves the right to exclude a User by deleting or suspending the operation of their account in the event of actions that do not comply with the Terms, applicable laws, or the principles of social coexistence or good manners. Unilever may first call on the User to immediately cease violations, specifying the violations committed, with a deadline of 7 days.
- 8. The use of the Internet Service and the associated provision of various types of information in the submitted Works are entirely voluntary for Users and do not entitle them to claim remuneration from Unilever.

- 9. Using the Internet Service requires access to the Internet and having an installed web browser, including appropriate software on mobile devices.
- 10. The User acknowledges that the Internet Service is a platform that allows the use of information and materials posted on the Internet Service, including Works, the establishment of contacts between Users, and the use of built-in mechanisms on the Portal, including search mechanisms.
- 11. Minors or individuals without full legal capacity may use the Internet Service only with the consent and under the supervision of their parents or legal guardians.

## § 2 USER REGISTRATION

- 1. To register on the Portal and create a profile, the User must provide the following data on the login form: a chosen username, email address, while simultaneously marking the appropriate field indicating the acceptance of the Terms and consent to the processing of personal data in accordance with the Act of August 29, 1997, on the Protection of Personal Data (Journal of Laws of 2002 No. 101, item 926, as amended) by UNILEVER POLSKA Sp. z o.o. with its registered office in Warsaw, 02-305, Al. Jerozolimskie 134, for the purposes and scope related to the User's participation in the Portal and their use of the Portal.
- 2. By registering on the Portal and accepting the Terms, the User agrees that their profile data such as photo, first name, last name, location, and user ranking, as well as ranking of Works posted on the Portal, will be visible to other Users.
- 3. Some options offered on the Portal are available only to logged-in Users. Both logging in and registering can be done through the Facebook application, Google+, using the traditional email address of the User, or the login landing page, which will be directly linked to these applications.
- 4. Unilever will collect information related to the activity of registered Users on the Portal, and on this basis, compatible and related content will be suggested to the User, such as recipes from the same thematic category, similar Works, related comments, and other content, which, based on data analysis, may interest the User. Information will be collected based on individual tags from recipe cards and blog posts on the Portal
- 5. Data recorded and used by Unilever will also include signing up for the newsletter and confirming it, entries, actions, and logins in mobile applications, connections with specific mobile platforms, content read, recipes, and blog posts.
- 6. By accepting the appropriate clause, the User can consent to receiving, by electronic means: a. Information about news on the Internet Service; b. Technical information regarding the use of the Terms; c. Information about Unilever's offers and products;
- 7. The User can change or supplement their data, including personal data, preferences, account settings, as well as delete their user profile created upon registration on the Internet Service, at any time. Deleting a profile automatically results in the permanent deletion of all Works and user data from the presentation part of the Portal.
- 8. The Portal's User agrees to the use of Cookies during connections to service pages in all cases serving the profiling of content or remembering individual user settings. Details of the use of Cookies are specified in a separate document available on the Internet Service.
- 9. The Portal's User is obliged to use the Portal in a manner consistent with the law, the Terms, and the principles of social coexistence.

# § 3 PERSONAL DATA

- 1. The administrator of personal data provided by Portal users is UNILEVER POLSKA Sp. z o.o. with its registered office in Warsaw, 02-305, Al. Jerozolimska 134. Personal data are processed solely for purposes related to the participation and use of the Portal by a given person and promotional and marketing activities related to Unilever and its products, depending on the scope of consents granted to Unilever.
- 2. Providing personal data is voluntary but necessary to use the full functionality of the Portal. Individuals providing personal data have the right to access such data, correct them, and request their deletion. Details regarding personal data are provided in a separate document available on the Internet Service ("Most Important Information about Your Personal Data and Privacy Policy").

# § 4 COPYRIGHT

- 1. By accepting the Terms of the Internet Service, the User declares that they have all rights, including copyright, to all submitted and posted Works on the Internet Service and that posting Works on the Portal does not violate copyrights, including property and personal rights, image rights, or personal interests of others.
- 2. By accepting these terms and posting a Work on the Portal, the User grants Unilever a non-exclusive license to the Work for an indefinite period with the possibility of terminating it at any time for purposes related to the functioning of the Portal. In the event of any claims by third parties related to the Works, the User, upon being notified by Unilever, will promptly address the matter and counter such claims, providing support to Unilever in this regard. If there is a suspicion that a Work posted on the Internet Service may have been posted in violation of the law, the person with such reasonable suspicion may notify Unilever of their objections via email through the correspondence form on the Portal. Unilever expects the person who is the author of the disputed content to provide legal title to the owned work that has been unlawfully copied. Upon reviewing each notification, if deemed justified, Unilever will permanently remove the infringing material from the Internet Service within 30 (thirty) days from the date of receiving such notification.
- 3. If there is a suspicion that any material posted on the Internet Service may violate the right to privacy, image, or personal interests of a particular individual, that person should notify Unilever of their objections via email through the correspondence form on the Portal. In such a case, Unilever will request the User infringing on personal rights to immediately cease such infringement voluntarily. If the User called upon does not cease violating such rights, Unilever may decide to permanently remove the disputed material from the Internet Service within 30 (thirty) days from the date of receiving such notification. The above procedure does not limit the rights of the person submitting claims to pursue them through legal proceedings.

# § 5 PROHIBITED CONTENT

1. Users are prohibited from publishing on the Internet Service any content such as photos, graphics, texts, or any other materials containing content that contradicts the law or violates social and ethical norms, including, in particular: a. Content generally considered vulgar and offensive; b. Content containing nudity, pornography, erotic content, and obscene content; c. Content insulting the feelings of others, including religious feelings; d. Content depicting violence; e. Material in any way discriminatory, particularly due to race and gender; f. Violating the right to privacy; g. Content containing copyrighted materials without the author's consent.

2. In the event of violations described in point 1, Users have the right to notify Unilever of the publication of prohibited content. Unilever is authorized to immediately remove such content or the User's account, without prior notice.

#### § 6 LIABILITY

- 1. Users are responsible for posting various types of content, entries, or Works on the Internet Service in accordance with the rules specified by applicable laws.
- 2. The content published by Users in no way reflects Unilever's views or opinions.
- 3. Unilever does not guarantee the completeness, correctness, or accuracy of information published on the portal. The use of the Portal, including the publication of Works, does not constitute a basis for demanding any remuneration from Unilever. In particular, Unilever is not a prize provider, and the Portal is not a game of chance within the meaning of the relevant regulations.
- 4. Unilever does not continuously monitor or control the content published on the Portal by Users. In the event of content contrary to the Terms being identified, Unilever will make every effort to remove them from the Internet Service as quickly as possible. Individuals who notice posts by other users that may violate applicable laws or the rights of other users are requested to report such matters to Unilever.
- 5. Unilever is responsible for any damage arising from the use of this Internet Service in accordance with the principles set out in the applicable laws.

## § 7 AMENDMENTS TO THE TERMS

- 1. Unilever reserves the right to change the Terms. Unilever will inform Users of the intention to introduce changes on the Internet Service with 7 days' notice. Unilever endeavors to make changes to the Terms as infrequently as possible and only when necessary for the proper functioning of the Internet Service.
- 2. Any questions or comments regarding the operation of the Internet Service or reports of non-compliance with the Terms should be sent via email through the correspondence form on the Portal.

## § 8 COMPLAINT PROCEDURE

- 1. Any complaints related to the operation of the Internet Service should be reported no later than 14 (fourteen) days from the date the person submitting the complaint learned of the event that forms the basis of the complaint, but no later than 1 (one) month from the date of the end of the functioning of the Portal, as indicated by Unilever on the main page of the Portal.
- 2. Complaints should be reported in the form of an email sent by email through the correspondence form on the Internet Service.
- 3. Complaints submitted in compliance with the conditions specified in paragraph 1 and paragraph 2 will be considered within 14 (fourteen) days from the date of their submission.
- 4. The person submitting a complaint will be notified of the way in which it was considered within 14 (fourteen) days from the date of consideration. The notification referred to in the preceding sentence will be sent in the form of an email to the email address of the person submitting the complaint.
- 5. The above complaint procedure does not apply to complaints submitted in connection with contests or promotions conducted on the Internet Service, in cases where the

regulations of such contests or promotions regulate the complaint procedure in a manner different from the provisions of this paragraph.

# § 9 FINAL PROVISIONS

- 1. All disputes and claims related to the Internet Service will be settled by the common courts, the jurisdiction of which will be determined in accordance with the relevant provisions of the law.
- 2. Matters not regulated by these Terms are subject to the generally applicable provisions of Polish law.
- 3. The content of these Terms is available at the Unilever headquarters and on the Internet Service.