

General Terms and Conditions for the Use of the mobile App A LA CARTE and for the Sale of the meals by Sodexo Belgium SA

1. Définitions

In the framework of these General Terms and Conditions, the following terms have the meaning as defined hereafter:

- "SODEXO": Sodexo Belgium NV/SA, registered in the Belgian Crossroad Bank for Enterprises under the number BE 0407.246.778, with registered office at Boulevard de la Plaine 15, 1050 Brussels, Belgium.
- « App » : refers to the web application "A la Carte".
- "Customer": refers to the person accompanying the patient hospitalised in a health facility who ordered his meal on the App and declaring that he is of age and fully capable of contracting.
- "Parties" : means the Customer and SODEXO collectively.
- "General Terms and Conditions": means the present provisions governing the rights and obligations of the Parties within the framework of the use of the Website and the supply of products offered by SODEXO.
- "Delivery Date": refers to the date on which the meal is delivered to the Customer.

2. Preamble

The use of the App or the confirmation of the order by the Customer implies the full and entire acceptance of these General Terms and Conditions. SODEXO reserves the right to modify any content available on the Website at any time. The Customer is invited to regularly consult the current version of the General Terms and Conditions and in any case before ordering. The Customer has the option to save and/or print the General Terms and Conditions.

In principal, the App is accessible to the Customer at any time when he is present in the hospital where the patient is hospitalised. An interruption, limitation or suspension may however be decided by SODEXO, in particular (but not exclusively) for reasons of technical maintenance, repairs or the introduction of new functions or new products.

3. The meals offered for sale by SODEXO

The meal categories offered by SODEXO are the following:

- Breakfast,
- Lunch,
- Dinner.

These categories constitute the different meals of the day to which the patient is entitled. As well as the 3 meals that the Customer can order.

SODEXO strives to provide information as accurate and complete as possible about the components of the meals and the allergens they contain.

4. Orders and prices of the meals

The Customer can order the meals offered by SODEXO only on the App by creating a client account. To register, the Customer must provide the following information: the room number of the patient he accompanies, his name and surname (of the Customer).

SODEXO cannot be held responsible for any error or omission in the communication of this information by the Customer. SODEXO reserves the right to refuse any new creation of a client account at its sole discretion.

When placing and confirming his order, the Customer declares (i) to accept these General Terms and Conditions, and (ii) to knowingly accept the object of the order.

SODEXO has to accept the order placed by the Customer. In principle, the acceptance of an order is subject to the condition of the full payment of the price to SODEXO.

SODEXO reserves the right to suspend or cancel at any time the execution of any order and/or delivery, in case of non-payment or partial payment of any sum due by the Customer, in case of a payment incident, fraud or attempted fraud relating to the use of the App, or in case the ordered product(s) is/are unavailable.

The ordered meals are delivered at the prices displayed on the App at the time of placement and confirmation of the order by the Customer. The selling prices of the meals that appear on the Website is indicated in Euros, including taxes.

5. Payment of the meals by the accompanying Customer

The process of remote payment of products ordered by bank or credit card and its management is entrusted to the company INGENICO Group and carried out by the latter.

The Customer is obliged to accept the general terms and conditions of this company, which can be consulted and downloaded at the following address:

https://secure.ogone.com/ncol/ogone_genconditions1.pdf

To make the payment on the Website, the Customer is directed to the payment module of INGENICO Group. The online payment for the products ordered is made via the secure bank card payment system which relies on the use of S.S.L encryption and data transfer technology. All information collected during the remote payment transaction is immediately encrypted and stored on INGENICO Group's secure payment server. The management of payments is fully secured. SODEXO does not intervene itself in this payment process or the management thereof and declines any responsibility in this respect. For any request for information, any complaint or claim of any kind relating to the process of payment for the products ordered, the Customer can only contact INGENICO Group directly, without having to contact SODEXO.

6. Delivery of the meals

The delivery of the meals to the Customer will take place at the usual hour of the service of the meals for the hospitalized persons determined by the hospital of the place of delivery, in function of the type of ordered meal (breakfast, lunch, dinner). The Customer does not have the possibility to choose himself neither the day nor the time of the delivery. The Customer's meal will be delivered in the patient's room and at the same time as his meal.

In the absence of receipt by the Customer of the meal ordered because of his absence in the patient's room during the delivery of the meal, there will be no reimbursement of the meal which was not received by the Customer. SODEXO declines any liability that may result from the consequential loss suffered by the Customer.

7. Intellectual Property and Counterfeits

SODEXO keeps the full and whole property of the products sold, up to the complete payment of the price, in principal, costs, taxes and mandatory contributions included.

SODEXO is the owner of the intellectual property rights or holds the rights of use of all the elements accessible on the App, in particular the concept, content, lay-out, structure, source codes, software, images, photos, animations, audio-visual works, texts, data, music and all other elements of the App. Any reproduction, representation, modification, publication, distribution, transmission, dissemination, representation, transfer, concession, sale or adaptation of all or part of the elements of the App, whatever the means, process or medium that is used, is prohibited, except in case of prior written authorization of SODEXO.

Any unauthorized use of the App or any element contained therein will be considered as an infringement and will be prosecuted in accordance with applicable law.

8. Liability and guarantees

The Customer takes full responsibility for his use of the App and for the meals ordered on the App.

SODEXO cannot be held liable for the sale of the products available on the App in the event that the non-performance of its obligations is attributable to a third party, the fault of the Customer or the occurrence of an event of force majeure as defined by the Belgian courts or any other event that is reasonably outside the exclusive control of SODEXO.

SODEXO cannot be held responsible for any physical, material, immaterial or moral damage caused by the unavailability of the App, whatever the cause or duration.

Websites that are external to SODEXO and that are placing a hyperlink to the App are not under the control of SODEXO, which therefore declines all liability for their content. The Customer is solely liable for their use. Placing hyperlinks to the App is subject to the prior written consent of SODEXO.

SODEXO cannot be held liable for material damage related to the use of the App.

Nothing in these General Terms and Conditions shall have the effect of diminishing the Customer's legal rights (provided that he is a consumer), including the legal guarantees regarding product conformity.

9. Protection of privacy

Access to the App implies the acceptance by the Customer of the processing of his personal data for the purposes specified below.

The hospital where the meals are being delivered is the Controller for the processing of personal data and SODEXO is the Processor in accordance with the EU's Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The Customer's personal data necessary for the exercise by SODEXO of its activities of preparation and delivering meals are kept by the hospital.

a. Purpose of the processing of personal data

SODEXO processes personal data about the Customer that is connecting with the App in order to process and execute the Customer's order;

These data are immediately sent on the server of the hospital where the orders are delivered. Depending on the Customer's choice, a history of his orders will be kept during a reasonable period of time for informational purposes in order to answer QHSE questions.

The Customer can refuse the processing of his personal data. To do this, the Customer must send to the Legal Department an email specifically stating that he does not want his personal data to be processed and/or to receive information from third parties at dataprivacy.oss.be@sodexo.com.

In case of refusal of communication and/or processing of personal data by the Customer, the access to the App or to certain features of the App may be refused.

b. Right of access and rectification

By written request addressed to the legal department of SODEXO at the address: dataprivacy.oss.be@sodexo.com, the Customer justifying his identity can obtain, free of charge, from SODEXO the disclosure of his personal data as well as, if necessary, correction of those that are inaccurate, incomplete or irrelevant.

If the Customer's own administrative data are changed, the latter must notify SODEXO as soon as possible.

c. Security of personal data processing

SODEXO commits itself to implement all elements in order to protect the personal data, in particular to prevent these from being distorted, damaged or disclosed to unauthorized third parties.

d. Confidentiality policy

The Customer commits to keep the secret and confidential nature of his password and his access code. Any use of the identification elements is done under the full responsibility of the Customer. For all the Customers under the age of 16, the App is protected by a parental code (given by the nurses) delivered to the Customers' parents. If they communicate it to their child, this will be done under their entire responsibility.

In case of loss or theft or fraudulent use of any of these elements, the Customer must notify SODEXO as soon as possible.

SODEXO may disclose the personal information of the Customer upon request of a legal authority or in good faith considering that this action is required:

- to comply with any law or regulation in force, or to intervene in a lawsuit brought against SODEXO or the App;
- to protect or defend the rights or property of SODEXO, of the App(s) of SODEXO;
- to intervene, under extreme circumstances, to protect the personal safety of users of SODEXO, the App or the public.

e. Contact details of the DPO Group

The Client can contact the “*Sodexo Group Data Protection Officer*” regarding the protection of his personal data at the following address: Anne-Cécile Colas, 255, quai de la Bataille de Stalingrad, 92130, Issy-les-Moulineaux and by e-mail: dpo.group@sodexo.com.

f. Cookies

One or more cookies will be placed on the hard disk of computers accessing the App. A cookie is a small file issued by a server accessed by a user and saved on the hard drive of the user. Cookies sent from the SODEXO website record information about the identification of the Customer.

With this in mind, SODEXO is committed to guarantee the right of Internet users to oppose to cookies and needs the acceptance of Internet users to install cookies. People connected to the App may oppose to the registration of cookies by modifying at any time the options of the browser software on their computer (section Preferences on Netscape, and section Internet Options on Internet Explorer). However, SODEXO draws the attention of Internet users to the fact that, in such a case, the access to certain services of the App can be altered, if not made impossible. No cookie contains information that makes the Customer likely to be contacted by telephone, e-mail or mail.

10. Applicable law and jurisdiction

These General Terms and Conditions are subject to Belgian law. Any dispute relating to its validity, interpretation or execution shall be exclusively submitted to the Belgian courts, more particularly those of the district of Brussels, insofar as this is permitted by the law applicable to the relationship of the Parties.