



Terms of Use for all whistleblowers using the Notification Channel of the Chamber of Commerce

1. Service

The Notification Channel (the "**Service**") can be used by current, potential and former employees, shareholders, employees of subcontractors, suppliers and trainees of the Organisation (as defined below) (the "**Whistleblower**") to submit notifications of detected problems or violations at the Organisation. The notifications are processed by [HEXPOL Compounding srl](#) (the "**Organisation**") which makes available the Service of the Chamber of Commerce (defined below). Industrie- und Handelskammer Ostbelgien VoG, with seat in Herbesthaler Strasse 1A, 4700 Eupen und ZDU-Nummer 0406 508 093 (hereinafter to be referred to as "Chamber of Commerce") does not administer and in no other way processes the notifications. It shall only make the Service available to the Organisation in accordance with the terms and conditions of the Agreement for making available the Service (the "**Agreement**"). The Whistleblower is a third party to that Agreement and only receives permission via the Organisation to file reports via the Service in accordance with these terms of use (the "Terms of Use").

The Service is provided as it is and as available. The Chamber of Commerce has the right to change the Service, block access to it or terminate the Service altogether at any time, in accordance with the Agreement.

In addition, the Chamber of Commerce does not guarantee the uninterrupted use of the Service.

2. Intellectual property rights

The content and appearance of the Service are protected by copyright. All access rights, copyrights and other intellectual property rights related to the Service belong to the Chamber of Commerce or to third parties.

If the Whistleblower uploads material to the Service, such as image or video files, a right of use for the intellectual property rights related to such material will be transferred free of charge to the Organisation. This right of use is of indefinite duration and limited to what is necessary to investigate and process the Whistleblower's report.

3. Use of the Service and the obligations of the Whistleblower

The Service can only be used for the purpose set out in these Terms of Use, i.e. to submit notifications. Any other use is forbidden. When using the Service, the Whistleblower undertakes to comply with the legislation in force in Belgium.

The Whistleblower is responsible for the acquisition, maintenance, operation



and use of the equipment, software and communications and data communications connections with which the Whistleblower uses the Service to submit the notification.

There are general instructions on the Service's website, which provide more detailed instructions on how the Whistleblower can submit a notification.

When using the Service, the Whistleblower agrees that no material that contains malicious software or other features that interfere with the operation of the Service will be uploaded to the Service and that the Whistleblower will not distribute or process such material in a way that causes harm.

4. Processing of personal data

The content of the notification submitted to the Service can only be processed by persons who are responsible for the processing of notifications in the Organisation.

The Chamber of Commerce does not deal with the content of notifications and does not determine the identity of the Whistleblower, but only provides the technical implementation of the Service.

The notification may be submitted anonymously to the extent that the Organisation is required by law to follow up anonymous reports or to the extent that the Organisation allows whistleblowers to do so. In those cases, the notification recipient in the Organisation will not have access to the metadata or IP address which could be used to identify the Whistleblower. The recipient of the notification in the Organisation is only informed of the date and content of the notification.

Sensitive personal data, in the sense of Article 9 of the General Data Protection Regulation, should not be included in the notification unless they are necessary in terms of the notification.

If the Whistleblower wishes to leave their contact information in connection with the notification, the person receiving the notifications in the organisation is obliged to keep the Whistleblower's information confidential.

When providing the Service, the Chamber of Commerce complies with the EU General Data Protection Regulation and the Belgian Data Protection Act. The processing of personal data in connection with the provision of the Service has been agreed between the Chamber of Commerce and the Organisation as required by the General Data Protection Regulation. As the controller of personal data, the Organisation is responsible for informing the Whistleblowers of the processing of personal data, for example in the form of a privacy policy.

5. Discharge from liability

The Service and all related information are provided as is and as available.

The Chamber of Commerce does not provide any guarantees including but not limited to integrity or compatibility of the systems.

In addition, the Chamber of Commerce is not responsible and does not give an explicit guarantee that messages, documentation or materials sent through the Service will be treated by the Organisation.

The Chamber of Commerce is not liable for any factual errors or for indirect or direct damages caused by the use or interpretation of the information contained in the Service or related services by the Organisation, whether these errors were caused by mistake, malfunction of the Service or data communications connections, maintenance work or for any other reason.

In addition, the Chamber of Commerce is not responsible for any delay in the service process carried out through the Service or for the loss, damage or misdirection of data or materials suffered by the Whistleblower.

6. Applicable law

These Terms of Use are governed by Belgian law.

If a dispute arises between the Chamber of Commerce and the Notifier with regard to the use of the Service, the Parties will initially make a reasonable attempt to resolve the dispute amicably. If no amicable solution is found within one month of the start of the dispute, the Parties will appeal to a recognised mediator to reach an agreement on the dispute through mediation. Initiative for this will be taken by the Chamber of Commerce. If mediation is unsuccessful, the dispute will be settled by the courts and tribunals of Brussels.

7. Other terms

Technical requirements

The Whistleblower can use the Service with most commonly used browser programmes. The Service does not work with the Internet Explorer browser. Although the website is available on most browser programmes, the Whistleblower is recommended to update the browser software to the latest version available.

To open and read PDF files, you need a PDF reader, such as Adobe Reader.