

Terms & Conditions of Use

Effective Date: May 14, 2024

This page states the terms and conditions (the “Terms”) under which you may access and use the website, mobile application, and/or online programs, including the digital products and services available through them (collectively, the “Digital Services”), made available in the United States by ADUSA Transportation, LLC (“ADUSA Transportation”). Please read this page carefully. By using the Digital Services, you agree to be bound by all these Terms and Conditions. If you do not accept any of the Terms and Conditions, please immediately cease use of this website and do not again access or use any Digital Services. ADUSA Transportation may, in its sole discretion, revise these Terms and Conditions at any time; therefore, you should visit this page periodically to review them.

“Safe Harbor” Statement Regarding Forward-Looking Information or Statements

The Digital Services and documents available through them contain forward-looking statements that involve uncertainties. Factors that could cause results to differ materially from those in the forward-looking statements are detailed from time to time in reports filed by Koninklijke Ahold Delhaize N.V. with the Securities and Exchange Commission.

Access and Use of Digital Services

ADUSA Transportation reserves the right, in its sole discretion, to limit or terminate your access to or use of the Digital Services, in whole or in part, at any time without notice. Termination of such access or use will not waive or affect any other right or relief to which ADUSA Transportation may be entitled at law or in equity.

Use of Content

Content accessible through the Digital Services, such as text, graphics, images, software, features, tools, and code (collectively, the “Content”), is the property of ADUSA Transportation and protected under United States and foreign copyright laws. In connection with your use of the Digital Services, ADUSA Transportation grants you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to access, view, use, print and download a single copy of the Content for your personal use, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears in the Content. ADUSA Transportation may revoke this license at any time for any or no reason. Other than as expressly allowed in these Terms, any other use of the Digital Services or Content is expressly prohibited. You may not sell or modify Content or reproduce, display, distribute or otherwise use Content in any way for any public or commercial purpose. Use of Content on any online or digital platform or in a networked environment is prohibited. Unauthorized use of Content violates copyright, trademark, and other laws.

Trademarks

The names, marks and logos appearing in the Content are, unless otherwise noted, trademarks owned by or licensed to ADUSA Transportation. The use of these marks, except as provided in these Terms, is prohibited.

From time to time, ADUSA Transportation makes fair use in the Contents of trademarks owned and used by third parties. ADUSA Transportation makes no claim to ownership of those marks.

User Submissions

ADUSA Transportation welcomes your comments on our Digital Services. However, you acknowledge that if you send ADUSA Transportation creative suggestions, ideas, comments, notes, drawings, recipes, concepts, inventions, or other information (collectively, the "Information"), the Information shall be deemed, and shall remain ADUSA Transportation's property. Generally, any communication that you post to the Digital Services or transmit to ADUSA Transportation over the Internet is considered, and will be treated as, non-confidential. If communications that will be treated by ADUSA Transportation as confidential can be made through any of the Digital Services, that fact will be clearly stated. Without limitation of the foregoing, by submitting any Information to ADUSA Transportation, you assign to ADUSA Transportation and ADUSA Transportation shall exclusively own all now known or hereafter existing rights to such Information of every kind and nature worldwide and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial, or otherwise, without compensation to the submitter of the Information. You grant and are authorized to grant ADUSA Transportation the right to use, without consideration, any name or likeness you submit. You represent and warrant that you own or otherwise control all the rights to the Information you submit; that the Information is non-infringing and does not otherwise violate the rights of any person or entity and conforms to all applicable laws; that use of the Information you submit does not violate any provision of these Terms and will not cause injury to any person or entity; and that you will indemnify ADUSA Transportation for all claims resulting from Information you supply.

As a user of the Digital Services, you are responsible for your own communications and are responsible for the consequences of their posting. Therefore, do not do any of the following things: transmit to ADUSA Transportation material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send material that reveals trade secrets, unless you own them or have the permission of the owner; send material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; send material that is false or fraudulent; send material that is obscene, defamatory, threatening, harassing, abusive, hateful, embarrassing to another user or any other person or entity or that is otherwise objectionable; send sexually-explicit material; send advertisements or solicitations of business; send chain letters, pyramid schemes, political campaigning or spam; send material containing viruses or other malware; or impersonate another person.

ADUSA Transportation is under no obligation to post, forward, transmit, distribute, or otherwise provide any material available through the Digital Services, including Information you provide to ADUSA Transportation. Accordingly, ADUSA Transportation has an absolute right to remove any material available through the Digital Services in its sole discretion at any time. ADUSA Transportation reserves the right to expel users and prevent their further access to the Digital Services for violating these Terms or the law and reserves the right to remove any communications from the Digital Services.

Digital Millennium Copyright Act (“DMCA”) Infringement Notice

ADUSA Transportation takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our designated copyright agent at the address below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Copyright Agent
ADUSA Transportation, LLC
2110 Executive Drive, Building D
Salisbury, NC 28147
(704) 310-3660
copyrightagent@retailbusinessservices.com

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

WARRANTY DISCLAIMER

Although ADUSA Transportation strives for accuracy in all elements of the Content, it may contain inaccuracies or typographical errors. The content of all resumes and job postings is the sole responsibility of the individual or corporate entity submitting such material to ADUSA Transportation. Additionally, while users of the Digital Services are bound by these Terms not to submit false material, ADUSA Transportation cannot be responsible for the violation of these terms by users, or for the reliance by users upon false or misleading material submitted by other users. ADUSA Transportation makes no representations about the accuracy, reliability, completeness, or timeliness of Online Material or about the results to be obtained from using the Digital Services. You access and use the Digital Services and Content at your own risk.

ADUSA TRANSPORTATION DOES NOT WARRANT THAT THE DIGITAL SERVICES WILL OPERATE ERROR-FREE OR THAT THE DIGITAL SERVICES, CONTENT OR ANY COMPUTER SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL MATERIAL. IF YOUR USE OF THE DIGITAL SERVICES RESULTS IN ANY COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, ADUSA SHALL NOT BE RESPONSIBLE FOR THOSE COSTS OR EXPENSES.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE DIGITAL SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ADUSA, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ADUSA MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS OR LINKS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL ADUSA TRANSPORTATION BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE DIGITAL SERVICES, CONTENT OR SITES LINKED TO THE DIGITAL SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADUSA TRANSPORTATION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Links

The Digital Services may contain links to websites owned by third parties. These links are provided solely as a convenience to you, and ADUSA Transportation is not responsible for and makes no representation regarding any linked third-party site or its

content. If you decide to visit any such site using links from the Digital Services, you do so at your own risk.

Indemnity

By using the Digital Services, you agree to defend, indemnify, and hold harmless ADUSA Transportation, its officers, directors, employees, and agents, from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) arising from or related to your use of the Digital Services, including the Content, or your breach of these Terms. ADUSA Transportation reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

Privacy

For information about ADUSA Transportation's data practices and commitment to privacy, please view our [Privacy Statement](#).

Miscellaneous

The Digital Services originate from Salisbury, North Carolina, U.S.A. ADUSA Transportation does not claim that the Digital Services, including the Contents, are appropriate or may be used outside of the United States. Access to the Online Services may not be legal by certain persons or in certain countries. If you access the Digital Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the Digital Services.

These Terms are governed by the substantive laws of the State of North Carolina, without regard to its conflict of laws principles. You agree to submit to the jurisdiction of the courts situated in Rowan County, State of North Carolina with respect to any dispute, disagreement or cause of action related to or involving the Digital Services. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such Term or any other Term. Except as expressly provided elsewhere in the Digital Services, these Terms constitute the entire agreement between you and ADUSA Transportation with respect to your use of the Digital Services.