

TERMS OF USE OF WEBSITE

[www.lorealaccess.com]

Effective as of [1 March 2019]

Welcome on this Website dedicated to L'Oréal Professional Product Division (hereinafter the "**Website**"). Please read carefully these Terms of Use which govern the use of this Website (hereinafter the "**Terms of Use**"). By using this Website, you agree to these Terms of Use without reserve.

For any request relating to your use of the Website, you may contact us at the following address:

lorealconsumerrsa@loreal.com

LEGAL NOTICE

Website URL: www.lorealaccess.com/za

Contact: E-mail: lorealconsumerrsa@loreal.com - Telephone Number: 0861113911

Director of Publication: Legal Department

Publisher: L'Oréal SA, a company, with capital of EUR 112.016.437,40, having its registered offices at 14, rue Royale 75008 Paris, registered with the Paris Registry of Trade and Companies under number 632 012 100 acting in the name and on behalf of its brand Professional Products Division (hereinafter the "**Publisher**" or "**We**" or "**Us**").

Hosted by: DOCEBO SPA, an Italian company, With its registered office located at Via Parko 47, 20853 Biassono (MB) Italy with a VAT of 04793690969.

1. **ACCESS TO THE WEBSITE**

To access and use this Website you need to be adult.

Access to the Website and/or certain sections thereof may require the use of PIN codes. In such case it is up to you to take the necessary steps to keep such codes secret. You may naturally change them at any time. However, the number of attempts to access the Website and/or certain section thereof may be limited in order to prevent any fraudulent use of such codes. Please inform Us of any fraudulent use that you may become aware of. In the event of any breach of the rules set forth under these Terms of Use, We reserve the right to suspend your access.

Additional fees for accessing and using the Internet remain at your charge.

2. **INTELLECTUAL PROPERTY**

a. **Intellectual property rights**

Developing this Website involved significant investments. The Website and each of the elements it comprises (*i.e.*, brands, images, texts, videos, etc.) are protected by intellectual property rights. No use, reproduction or representation of the Website (in whole or in part), on any media whatsoever, for any other purposes, including, but not limited to, commercial purposes, shall be authorized.

We may make available to you via this Website contents that you are authorized to download (hereinafter the "**Downloadable Content**"). We grant you, for your personal and private use only, free of charge and for the legal protection period of intellectual property rights as defined by applicable laws and international treaties, a non-exclusive and non-transferable right to use the Downloadable Content. Any reproduction, representation, modification or distribution of the Website shall be prohibited. By downloading or using such Downloadable Content, you agree to use them in accordance with these Terms of Use.

b. **Third-party rights**

We hereby remind you that you shall secure all the necessary authorizations and rights from any relevant rights holders in connection with any content you may wish to post via the Website, including any and all intellectual property rights and/or literary, artistic and/or industrial property rights, and publicity rights (including the right to one's image), to allow your quiet use of such contents. For example, you shall secure the rights in and to any contents (especially photographs) showing recent architectural items, advertising designs or apparel designs that might appear (acronyms, logos, etc.).

c. **User Contents published through comments, questions to experts and ratings features**

We may make available via this Website a space dedicated to user contents, such as text, comments, ratings, photos, opinions, etc. (hereinafter "**User Content**").

By posting User Content via the Website, you hereby grant Us a royalty-free, irrevocable, non-exclusive, worldwide and for the legal protection period of intellectual property rights as defined by applicable laws and international treaties (including any subsequent suppletive or amending regulations) license to reproduce, display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works, distribute such User Content (in whole or in part).

You grant L'Oréal S.A. the right to use your username, real name, image, likeness or other identifying information in connection with any use of your User Content. This right to use the personality rights is granted for a period of five (5) years for the same media as those detailed in the above provision.

L'Oréal S.A. may use, display, reproduce, distribute, transmit, combine with other materials, alter and/or edit the User Content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

Said use shall be authorized for all in-house or external, corporate or financial communication purposes, advertising, and for all public relations, historical or archival purposes, of L'ORÉAL Group or its affiliates, its products and/or its brands, particularly on the following media:

- Posting in all format, in unlimited quantity,
- The written press, unlimited number of publications,
- Publishing, unlimited number of publications, particularly publishing for purposes of in-house communication, including sales force and distribution network (wholesalers, retailers, agents, etc.), events, leaflets for congresses, tradeshows, stands ...; B-to-B communication, in the professional press, for an unlimited number of publications and/or quantities;
- Electronic, IT, digital, multimedia, Internet and Intranet publishing, via any websites (whatever the website and/or medium, including social networks such as Facebook, Twitter, YouTube or Dailymotion), unlimited number of inserts and broadcasts,
- via any advertising media (including by way of advertising at retail outlets and on the L'ORÉAL Group brand products (hereinafter the "**Media**").

You confirm and agree that: (i) you own all the rights in the User Content and/or that you have permission from any person(s) entitled with any intellectual property rights or personality rights in the User Content to grant the rights herein; (ii) you and all other person(s) appearing in the User Content are not under 18; and (iii) L'Oréal's use of your User Content will not break any law or violate the rights of a third party. L'Oréal S.A. has the right to disclose your identity to any third party who claims that the User Content infringes their rights.

If your User Content contains an endorsement or testimonial of our products or services, you further agree that it is a true and accurate expression of your honest belief based on use of L'Oréal S.A. products and that you have disclosed receipt of any free product or incentives in exchange for providing your User Content.

You are hereby informed that said social networks are platforms owned by third-parties and, accordingly, the circulation and use of User Content via said social networks shall be governed by the terms of use defined by said third parties. Therefore We shall not be held responsible for any use of the content by Us or any third parties in accordance with the terms of use defined by the social networks, including without limitation, in terms of the scope and duration of licensed rights, and removal of Content. You shall be responsible for handling any third-party claims relating to the use of the Content in accordance with the terms of use defined by the social networks.

In addition, We hereby remind you that any Content may be referenced on a search engine and therefore to be accessed by an audience outside the Website. You acknowledge and agree that the User Content could be subject to "viral" communication (word-of-mouth communication) on third party websites and that L'Oréal S.A. will not be liable for any claim or action in this regard.

This authorization gives Us the possibility to adapt your Content as initially fixed and/or make any such clarification to the User Content as We may consider useful, provided that the User Content shall not alter your image or words.

Further, the use of User Content may come with such anonymized information as your city, country or age, and/or, if you expressly authorized it, information allowing your identification such as your first name, or your email address.

You accept that L'Oréal S.A. will not pay you for the use of your User Content and/or for any intellectual property rights connected with them.

Any such User Content as you may publish via this Website shall be chosen by you and under your sole liability. However, We would like to remind you that User Content shall not conflict with applicable legislation or accepted standards of morality, or the principles stated herein. In this regard, We reserve the right to remove at any time any such User Content as may not comply with these Terms of Use, including the Code of Conduct.

In addition, if you access User Content created by another user, you shall be required to comply with said user's rights and you shall, in particular, not reproduce or disseminate said Content published via other media without the relevant user's prior consent.

If you change your mind about sharing your User Content please opt out by contacting us at [lorealconsumerrsa@loreal.com] or use the contact us form where available on the website.

These Terms and Conditions may be updated regularly by L'Oréal S.A.: please review them each time before posting on the Website.

3. CODE OF CONDUCT

We support the values of tolerance and respect of others.

For this reason, by using this Website, you agree **not to**:

- Publish or provide any data that may be considered 'sensitive':
 - *personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;*
 - *trade-union membership;*
 - *genetic data, biometric data processed solely to identify a human being;*
 - *health-related data;*
 - *data concerning a person's sex life or sexual orientation;*
- Convey any racist, violent, xenophobic, malicious, rude, obscene or unlawful comments;

- Disseminate any content that may be harmful, defamatory, unauthorized, malicious or infringing on privacy or publicity rights, inciting violence, racial or ethnic hatred or qualify as gross indecency or incitement to commit certain crimes or offences;
- Use the Website for political, propaganda or proselytizing purposes;
- Publish any content advertising or promoting any products and/or services competing with the brand(s) displayed on the Website;
- Divert the Website from its intended purpose, including by using it as a dating service;
- Disseminate any information that may directly or indirectly allow the nominal and specific identification of an individual without prior and express consent, such as their last name, postal address, email address, telephone number;
- Disseminate any information or content that may be upsetting for the youngest;
- Intimidate or harass others;
- Conduct illegal activities, including that may infringe anyone's rights in and to any software, trademarks, photographs, images, texts, videos, etc.;
- Disseminate content (including photographs and videos) portraying minors.

By posting on the Website, you represent and warrant that:

- You will not hold L'Oréal S.A., or any person acting on L'Oréal S.A. behalf, responsible for any claims or demands in connection with the use of you User Content;
- your post complies with these Terms of Use;
- you are the author of the post, that you are not stealing the identity of another person, and you are not using a false email address or otherwise being misleading as to the origin of your review;
- your post is your original work and does not infringe the intellectual property rights of third parties;
- all content that you post is truthful and accurate.

You further agree and warrant that you shall not submit any User Content:

- that contains any information (including pricing) about L'Oréal competitors or their products (namely other manufacturers and/or distributors and/or retailers of health and beauty products);
- for which you will derive any compensated or monetary benefit by any third party or which could be construed as an advertisement or solicitation to buy (which shall include any content that directs business away from L'Oréal);
- that includes any information that references other websites, URL addresses, email addresses, contact information or phone numbers;
- that contains any actual, or instructions on how to create, computer viruses or other potentially disruptive or damaging computer programs or files.

WE RESERVE THE RIGHT TO LIMIT OR SUSPEND ACCESS TO ANY USER THAT IS IN BREACH OF THESE TERMS OF USE AND TO REFUSE TO POST, CHANGE, EDIT OR DELETE ANY USER CONTENT THAT WE DEEM, IN OUR SOLE DISCRETION, TO VIOLATE THESE TERMS OF USE.

In addition, We reserve the right not to publish:

- duplicate content;
- blank reviews;
- any unintelligible content (such as content that contains random characters and meaningless word strings).

We cannot guarantee that you will be able to edit or delete any content you have submitted. Before being posted, any post will be reviewed to ensure that it complies with these Terms of Use.

If you become aware of any such User Content as may condone crimes against humanity, incite racial hatred and/or violence, or relate to child pornography, you shall immediately notify Us at the following email address [lorealconsumerrsa@loreal.com], or by sending a detailed letter to the following address: [Building 17, The Woodlands Office Park, Cnr Woodlands and Kelvin Drive, Woodmead, Johannesburg, Republic of South Africa], specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the disputed content and the user ID of the author thereof.

If you consider that any User Content is in breach of the principles listed above, of your rights or any third party's rights (e.g., any infringement, insult, breach of privacy), you may send a notice to the following email address: [lorealconsumerrsa@loreal.com], or by sending a detailed letter to the following address: [Building 17, The Woodlands Office Park, Cnr Woodlands and Kelvin Drive, Woodmead, Johannesburg, Republic of South Africa], specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the reported content and the user ID of the author thereof.

As per the provisions of article 6-I-5 of Act 2004-575 of June 21, 2004 for confidence in the digital economy (*Loi pour la confiance dans l'économie numérique*), said notice shall contain:

- the date of the notice;
- if the sender is an individual: last name, first and middle names, occupation, address, nationality, date and place of birth;
- the addressee's name and address or, if a legal entity, its corporate name and registered offices;
- a description and specific location of the reported facts (e.g., URL link to the reported content);

- the reasons why such content should be removed, including an indication of the legal provisions and qualification (justifications) applicable to the facts;
- a copy of any correspondence sent to the author or publisher of the reported information or activities requesting their interruption, removal or alteration, or justification that the author or publisher could not be reached.

Any incomplete notice may not be considered. **WARNING:** The fact for anyone to report any content or activity as unlawful in order to obtain the removal thereof or stop the dissemination thereof by submitting untrue or inaccurate information is punishable by a prison term of one year and a fine of EUR 15,000.

4. INFORMATION CONTAINED ON THE WEBSITE

a. General provisions

We hereby remind you that inaccuracies and omissions may appear in the information available on this Website, particularly due to third parties. We hereby undertake to remove inaccuracies or to complete such information on the Website as soon as possible.

a. Advice and beauty profile

The advice provided on this Website and/or the tools made available to define your beauty profile are merely simulations intended for obtaining expert cosmetics advice.

The information they deliver are for strictly indicative purposes and shall in no event replace a medical diagnosis or clinical consultation, nor be substituted for a medical treatment.

Accordingly, We cannot guaranty your entire satisfaction with the advice that results from the use of such tools and assume no liability for any use you may make thereof.

For any further information or in the event of doubt, We recommend that you consult your physician.

b. Hypertext links

The hypertext links included on the Website may lead you to websites published by third parties and the content of which We do not control. Accordingly, to the extent that said hypertext links were included on this Website for the sole purpose of facilitating your browsing experience of the Internet, looking up any third-party websites shall be your own decision and your sole liability.

5. PERSONAL DATA

We may collect personal data related to you, particularly when you: (i) subscribe for a service; (ii) download Downloadable Content; (iii) sign in; (iv) apply for a game/competition; (v) send Us an e-mail; (v) respond to a poll or study.

For any further information on the processing of your personal data, please look up [our privacy policy](#)

6. COOKIES

Cookies are small files that are left on your device while you browse the Website (such as the pages looked up, the date and time of such access, etc.) and which may be read whenever you access the same Website (hereinafter “Cookies”).

For further information on the use of cookies, please consult [our cookie table](#)

7. AMENDMENT TO THE WEBSITE AND THE TERMS OF USE

We may amend the contents and information included on the Website as well these Terms of Use, particularly for purposes of compliance with any new applicable legislation and/or regulations and/or to improve the Website.

Any amendment shall be notified to you via the Website before becoming effective under these Terms of Use. Unless the amendment requires your express approval, your continued use of the Website shall be deemed as your acceptance of the new Terms of Use.

8. CREDITS

The Website was developed for the Publisher by DOCEBO S.p.A, a company limited by shares, with capital of EUR 762,161, having its registered offices at Via Aldo Moro 1 20846 , Macherio (MB) - ITALY , registered with the Macherio Registry of Trade and Companies under number 04793690969;

Telephone Number: +39 39 232 3286

9. DISCLAIMER

We shall use our best efforts to maintain access to the Website and Downloadable Content at all times. However, We cannot guarantee the permanent availability and accessibility of the Website. Indeed, we may be required to momentarily suspend access to all or part of the Website, particularly for technical maintenance purposes.

It is hereby further specified that the Internet and IT or telecommunication networks are not error-free and that interruptions and failures can occur. We cannot provide any guarantee in this regard and shall not therefore be held liable for any damage that may relate to the use of the Internet and IT or telecommunication networks, including, without limitation:

- Poor transmission and/or reception of any data and/or information via the Internet;
- Any external intrusions or computer viruses;
- Any defaulting reception equipment or communication networks; and
- Any such Internet malfunction as may hinder the proper operation of the Website.

Lastly, our liability shall be limited to direct damage, excluding any other damage or loss whatsoever. More specifically, any indirect damage relating, without limitation, to any loss of profit, revenue or goodwill.

10. GOVERNING LAW AND DISPUTES

These Terms of Use shall be governed by the laws of The Republic Of South Africa.
For any issue, please contact our Customer Service:

[lorealconsumerras@loreal.com]

[08601113911]

[9am-4pm]

Pursuant to applicable rules governing mediation, any consumer dispute shall be primarily submitted in writing to Customer Service at the following address:

[lorealconsumerras@loreal.com].

After said referral to Customer Service, any consumer dispute may be submitted to the Online Dispute Resolution Platform, pursuant to section 14 of EU Regulation no. 524/2013, which is accessible via the following link: <https://webgate.ec.europa.eu/odr/>.

If the dispute cannot be resolved through said mediation process, it shall be referred to the South African courts of competent jurisdiction.***