

L'Oréal Singapore Pte Ltd

Website Terms and Conditions

1. General

- 1.1 Thank you for using and accessing <http://www.skinceuticals.sg> (**Website**). Please read these terms and conditions (**Terms**) before using the Website which is operated by L'Oréal Singapore Pte Ltd (registration no.: 199001413D) (**L'Oréal** or **we, our** or similar pronoun). By using the Website, you signify your acceptance of the Terms in consideration of which L'Oréal provides you with access. From time to time L'Oréal may change the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. Your use and access of the Website following any change constitutes your agreement to follow and be bound by the terms as changed. If at any time you do not wish to accept the Terms, you shall not use the Website. From time to time L'Oréal may run competitions and promotions via the Website. Separate terms and conditions will be posted where applicable governing these competitions and promotions. A reference to **Website** includes a reference to the Microsite (as defined below). A reference to **Terms** includes a reference to the Additional Terms relating to the Microsite (as set out below). References to your **use** or **access** (in any grammatical variation) of the Website is deemed to include any use or access by a third party where the third party uses or accesses the Website with your computer. **Including** in all grammatical form is construed without limitation.
- 1.2 *Changes to the Website:* You accept that L'Oréal may change the content or technical specifications of any aspect of the Website at any time at L'Oréal's sole discretion. You further accept that these changes may result in you being unable to access the website.
- 1.3 *Entire Agreement:* Except as provided otherwise in these Terms, the Terms are the entire agreement between us and supersede any prior understanding or agreements (written or oral).
- 1.4 *Governing Law and Jurisdiction:* The Terms are governed by Singapore laws and the parties submit to the exclusive jurisdiction of the Singapore courts.
- 1.5 *Indemnity:* You agree to indemnify, defend, and hold harmless each of L'Oréal, its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of L'Oréal, its employees, representatives or agents, by a third party, to the extent that the claim, suit, action

or other proceeding brought against L'Oréal, its employees, representatives, suppliers or agents is based on or arises in connection with:

- (a) your access or use of the Website;
- (b) any breach by you of the Terms;
- (c) a claim that any use of the Website by you (i) infringes any intellectual property rights of any third party, or any right of personality or publicity, or (ii) is libellous or defamatory, or otherwise results in injury or damage to any third party;
- (d) any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Website by you; or
- (e) any misrepresentation or breach of representation or warranty made by you.

You agree to pay L'Oréal, its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any of these third party claim, suit, action or proceeding attributable to any these third party claim.

1.6 *Intellectual Property:*

- (a) The Website, including text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trademarks, service marks and other material (**Content**) is owned by L'Oréal or its affiliates. The Content is protected by copyrights, trade marks and/or other proprietary rights. The Content includes both content owned or controlled by L'Oréal and content owned or controlled by third parties and licensed to L'Oréal. All individual articles, reports, and other elements making up the Website may be copyright works. You agree to abide by all additional copyright notices or restrictions contained in the Website.
- (b) You may not use any of the Content, L'Oréal's trademarks or trade names without L'Oréal's prior express written consent and you acknowledge that you have no ownership rights in and to the Content or any of those names and marks.
- (c) You agree to notify L'Oréal in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party or of any claim that the Website or any of the contents of the Website infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

1.7 *Licence and Download Rights:*

- (a) You acquire no rights or licences in or to the Website or the Content other than the limited right to use the Website in accordance with these Terms and to download on the terms set out in this section. Other than as set out in this section you may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit any part of the Website.
- (b) Download is permitted by L'Oréal on the following conditions:
 - (i) you make no more than one printed copy of such download and no further copies of such printed copy are made;
 - (ii) you make only personal, non-commercial use of the download or printed copy; and
 - (iii) you retain on such download or printed copy all copyright notices and shall remain bound by the terms of such wording and notices. Additionally, you shall not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You shall not make any part of the Website available as part of another website, whether by hyperlink framing on the Internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

1.8 *Limitation Of Liability:*

- (a) Your use of the Website, including the Content is at your own risk. If you are dissatisfied with the Website, the Terms or any or the Content your sole remedy is to discontinue use of the Website.
- (b) To the full extent permitted under applicable laws, L'Oréal shall not be liable to you or any third party for any direct, special, indirect, consequential, incidental or exemplary damages, or lost profits, loss of data or loss of use, or any other damages of any kind whether based on warranty, contract, tort (including negligence) or any other cause, even if L'Oréal has been advised of the possibility of the loss, arising from your use of the Website.

- (c) L'Oréal's liability arising out of or in connection with these Terms, whether based on warranty, contract, tort (including negligence) or any other cause, shall be limited to a maximum of S\$1,000.00.
- 1.9 *Links.* There may be links that will let you leave this Website or that will let you access this Website from third party sites. Linked third party sites are not under the control of L'Oréal and L'Oréal is not responsible for the contents of any linked site or any link contained in such a linked site. Existence of links to other third party sites is not an endorsement by L'Oréal in favour of such site or the products or services contained in any linked site. To the extent that this Website contains links to or may be accessed from outside services and resources, the availability and content of which L'Oréal does not control, any concerns regarding any of these services or resources or any link to them must be directed to the particular outside service or resource.
- 1.10 *Territory:* The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of the Website is prohibited. Those in respect of whom such prohibitions apply must not access the Website. L'Oréal does not represent that the Website or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.
- 1.11 *No Reliance.* While L'Oréal has endeavoured to ensure the accuracy of the information accessed via the Website, L'Oréal does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Website.
- 1.12 *No Warranty:* To the full extent permitted under applicable laws,
- (a) the Website and the Content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. L'Oréal further accepts no responsibility or liability for functions contained on the Website and makes no warranties that the Website will operate uninterrupted or error-free or that defects will be corrected;
 - (b) L'Oréal does not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of errors or viruses, worms or "Trojan horses" and L'Oréal is not liable for any damage you may suffer as a result of such destructive features; and
 - (c) L'Oréal shall not be held responsible for Content provided by third parties. L'Oréal is also not responsible for the reliability or continued

availability of the telephone lines and equipment you use to access the website.

- 1.13 *Age:* You confirm that you are at least 21 years of age , and are fully able and competent to enter into the terms, conditions, obligations, confirmations, representations, and warranties set out in these Terms and to abide by and comply with these Terms. If you are less than 21 years of age, you confirm that you have your parent's or legal guardian's consent and permission to enter into the terms, conditions, obligations, confirmations, representations, and warranties set out in these Terms and to abide by and comply with these Terms.
- 1.14 *Permissions:* If you would like information about obtaining L'Oréal 's permission to use any of the Content or if you would like to link your website to the Website, email your enquiry skinceuticals.sg@loreal.com.
- 1.15 *Severance & Waiver:* If any of these Terms is found to be invalid by any court having 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 is deemed a continuing waiver of the affected term or any other term.
- 1.16 *Third Party Rights:* A person who is not a party to this Agreement has no right under the Singapore Contracts (Rights of Third Parties) Act (Chapter 53B) for time being in force to enforce or enjoy the benefit of any term of this Agreement.
- 1.17 *Transmission and Feedback:* Any information you transmit through this Website is subject to L'Oréal's privacy policy and remains L'Oréal's property. You are prohibited from transmitting to or from this Website any unlawful, threatening, libellous, defamatory, obscene, inflammatory or pornographic material or other material that could give rise to any civil or criminal liability under law. You agree that L'Oréal may use and/or disclose information about your demographics and use of the Website in a manner that does not reveal your identity. If you have any questions regarding the Terms or Website, you may contact skinceuticals.sg@loreal.com.

2. **Cookies**

- 2.1 *What are they:* A cookie is a small file that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are.

- 2.2 We use them to help you navigate our website efficiently and perform certain functions. We will not use cookies to store any personally identifiable information about you that others could read or understand. We do not use cookies to track your Internet usage after leaving our site.
- 2.3 *Do I want to stop them?* Due to their main role of enhancing or enabling usability or site processes, disabling cookies may prevent you from using certain parts of this website. We explain below the cookies we use. For third party cookies we explain where possible how you can block these.
- 2.4 If you do not make block cookies then you will be treated as having accepted all cookies on this site. You can change your mind in subsequent visits and change your cookie status for our site.
- 2.5 If you wish to restrict or block all the cookies which are set by our website (which as we say may prevent you from using certain parts of the site or from using the site as easily as you might), or indeed any other website, you can do this through your browser settings. The Help function within your browser should tell you how. For more information go to www.aboutcookies.org.
- 2.6 *Which cookies are being used on this site?*
- (a) Generally only Google Analytics (optional): -utma, -utmb, -utmc, -utmz: These cookies are used to collect information about how visitors use our site. For more information visit <http://www.google.com/intl/en/policies/privacy/>.
 - (b) *Floodlight Tags:* Floodlight Tags are something we use to track measure and report on activities that happen when you see or click on one of our advertisements somewhere on the web and then either click through to our website from that ad or visit certain pages on our website within 30 days of having seen one of our advertisements somewhere on the web.
 - (c) User Authentication (optional) - UserAuthentication: Contains your country code and an anonymous unique identifier used during your previous visit to personalise the content of this website. This cookie remains on your computer after the session has closed.
- 2.7 *Third party Cookies:*
- (a) *Social Network Icons:* On our website we may use social networking icons and sometimes embed video content from websites such as YouTube. As a result when you visit a page with content embedded from for example YouTube or click on a social network icon it will take you to a link to that social site which will present you with cookies from that site. We do not

control the dissemination of these cookies and you need to check with the applicable third party website for more information.

3. **Privacy Policy**

- 3.1 *What information do we collect?* We collect personal information (**Personal Information**) that includes name, NRIC, passport number, mailing address, email address, contact numbers, including residential phone number or mobile phone number, date of birth, communication preferences, contact information for friends you may wish us to contact (for example, Refer a Friend messages) and any other Personal Information provided by you.
- 3.2 *When do we collect Personal Information?* Personal Information that we collect and process may be generated through the purchase of our products or services or use of our Websites. We collect Personal Information when you:
- (a) sign-up for any mailing list operated by us;
 - (b) purchase our products or services;
 - (c) submit any personal data questionnaires;
 - (d) submit a request to collect samples from our brands;
 - (e) participate in our rewards programme;
 - (f) visit our Websites or online advertisements; and
 - (g) submit any queries online on our Websites.

We may also collect Personal Information where it is already publicly available or when you disclose to us through other channels (physical or electronic) or dealings.

- 3.3 *Consent:*
- (a) By submitting Personal Information to us, you consent to the collection and use of your Personal Information by us, for the purposes stated in this privacy policy. You also consent to the disclosure and transfer of the Personal Information within and outside Singapore, solely in connection with these purposes.
 - (b) You can withdraw your consent at any time via email or in writing to skinceuticals.sg@loreal.com or to L'Oreal at 1 George Street #19-01/03 One George Street Singapore 049145 or its registered address for the time being.
 - (c) We may require seven business days to process your request for any update of particulars or withdrawal of consent to take effect.
- 3.4 Personal Information may be combined with other information to help us tailor our communications to you and to develop holistic services.

- 3.5 If you have an existing relationship with us prior to 2 January 2014 or consented to receiving calls and messages, you will continue to be updated on our promotions and marketing campaigns. If you no longer wish to continue to receive marketing calls or messages, you may withdraw your consent as described below.
- 3.6 *What do we do with your Personal Information?*
- (a) We use Personal Information only in accordance with this privacy policy.
 - (b) If you have consented, we use Personal Information to send you email, SMS and other communications containing product information, cosmetic tips or promotions.
 - (c) Except as described in the Business Transfers clause below, with your consent we may provide Personal Information to third parties for their use in marketing their products or services to you.
 - (d) We do not sell Personal Information.
 - (e) We may share Personal Information with our affiliates.
 - (f) We use Personal Information for the purposes of our ordinary course of business, including:
 - (i) to provide you with personalized services;
 - (ii) to enable us to develop, deliver and improve our products, services, content and advertising;
 - (iii) to administer our websites;
 - (iv) to improve your experience with us;
 - (v) to send important notices, such as communications about products and services, special offers or changes to our terms, conditions and policies;
 - (vi) to respond to your queries;
 - (vii) for internal purposes such as auditing, data analysis and research; and
 - (viii) to improve our products, services and customer communications.
 - (g) Except as described in this privacy policy, we do not otherwise disclose Personal Information.

- 3.7 *Third Parties:* We may retain other third parties to perform functions on our behalf that are consistent with this privacy policy. Examples of these third parties include data analysts, customer support specialists, email vendors, web hosting companies and fulfilment companies (including companies that coordinate mailings). These third parties may be provided with access to Personal Information needed to perform their functions, but they cannot use the Personal Information other than on our behalf and in accordance with this privacy policy.
- 3.8 *Business Transfers:* As we develop our business, we may sell certain of our assets. In these sales, user information, including Personal Information, generally is one of the transferred business assets. By submitting your Personal Information on the Website you agree that your data may be transferred as a business asset in these sales. You may choose not to have your information transferred as a business asset by contacting us as described below.
- 3.9 *Compliance with Law:* We may disclose Personal Information that is necessary to comply with any applicable law, regulation, legal process or governmental request. In addition, we may disclose any information when it is necessary to prevent physical harm or financial loss or in connection with suspected or actual illegal activity.
- 3.10 *Transfer of Data to Other Countries:* The databases in which Personal Information is stored are located in Singapore and other countries that may have varying legal protections applicable to personal information. Databases that receive and store your Personal Information are required to comply with this privacy policy, regardless of location.
- 3.11 *Storage of Personal Information:* We as soon as reasonably possible will delete or otherwise anonymise Personal Information that is no longer required for business or legal purposes.
- 3.12 *Updating Your Information:* You can review, change or request deletion of your Personal Information by contacting skinceuticals.sg@loreal.com.
- 3.13 *Opt-Out and Managing Your Preferences:* You can choose whether or not you would like to receive email from us. You may change your preferences at any time clicking the "unsubscribe" link at the bottom of each email you receive from us, or emailing us at skinceuticals.sg@loreal.com. You may unsubscribe from receiving text messages, by contacting skinceuticals.sg@loreal.com. You may also choose not to receive mail or phone communications by emailing us at skinceuticals.sg@loreal.com and specifying that this is your preference.

- 3.14 *Contact Us:* If you have any questions about this privacy policy, you can contact us via email or in writing to skinceuticals.sg@loreal.com or 1 George Street, #19-01/03 One George Street, Singapore 049145 (or our registered address for the time being).
- 3.15 *Policy Updates:* We may update our Privacy Policy at any time in response to changes to applicable laws or our practices.

4. **Customer Ratings and Reviews**

- 4.1 The Terms in this part govern your use of the Customer Ratings and Review service (**CRR Service**). You may not use the CRR Service if you are an employee of L'Oréal or any of its affiliated companies.
- 4.2 L'Oréal grants you a licence to use the CRR Service solely for your personal use in accordance with these Terms. This free, non-exclusive and non-transferable licence allows you to use the CRR Service to review the products listed on the Website, and not for any other purposes. L'Oréal shall not be held responsible for any content created by you on the Website. You are not allowed to copy or reproduce the CRR Service, or any other element of the Website or take any action with a view to distributing or reproducing the Website or the CRR Service. You must not take any action that would affect the functionality of the CRR Service, whether in whole or in part.
- 4.3 By posting a comment on the Website, you represent and warrant that:
- (a) you are the author of the comment, 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 comment;
 - (b) your comment is your original work and does not infringe the intellectual property rights of third parties;
 - (c) you waive all moral rights and any intellectual property rights that would have otherwise vested in you under applicable laws;
 - (d) all content that you post is truthful and accurate; and
 - (e) your comment complies with these Terms.
- 4.4 You further agree and warrant that you shall not submit any content:
- (a) that identifies you to other consumers (so please do not use your full name and instead just your family name or a username);
 - (b) that is known by you to be false, inaccurate or misleading;
 - (c) that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights;

- (d) that contains any information about L'Oréal's competitors or their products (namely other manufacturers, distributors or retailers of health and beauty products);
- (e) that contains any pricing information;
- (f) that refers to a third party individual without their prior express consent;
- (g) that violates any law, statute, or regulation (including those governing intellectual property, consumer protection, unfair competition, anti-discrimination or advertising);
- (h) that is, or may reasonably be considered to be illegal, defamatory, libellous, abusive, hateful, harassing, racially or religiously inappropriate, offensive, inciting of violence, fraudulent, invasive of privacy, threatening, or otherwise injurious to third parties or objectionable;
- (i) that consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings or other forms of spam;
- (j) that is unrelated to the purpose of reviewing the products listed on the Website;
- (k) which contains any swearing, sexual innuendo or sexual language or which promotes or incites the perpetration of any unlawful activity such as drug-taking;
- (l) 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);
- (m) that includes any information that references other websites, URL addresses, email addresses, contact information or phone numbers; or
- (n) that contains any actual, or instructions on how to create, computer viruses or other potentially disruptive or damaging computer programs or files.

4.5 L'Oréal reserves the right to change, edit or delete any comment published by you on the Website. In addition, L'Oréal reserves the right not to publish:

- (a) duplicate content;
- (b) blank reviews;
- (c) reviews in a language that is not English; or
- (d) any unintelligible content (such as content that contains random characters and meaningless word strings).

4.6 L'Oréal has the right to limit or suspend access to any user.

4.7 L'Oréal cannot guarantee that you will be able to edit or delete any content you have submitted. Before being posted, any ratings and written comments will be reviewed to ensure that they comply with these Terms. Ratings and written comments, together with your username are generally posted within two to four

business days. However, L'Oréal reserves the right to remove or to refuse to post any submission if it does not comply with these Terms.

- 4.8 If you have any concerns or complaints about any L'Oréal products and their application to you, please contact our Consumer Advisory Department on skinceuticals.sg@loreal.com. L'Oréal reserves the right to refer your review to its Consumer Advisory Department rather than publishing it if it believes that your comment would be better handled in this way.
- 4.9 The CRR Service may be unavailable from time to time for maintenance or other technical reasons and L'Oréal cannot take any responsibility for any errors, omissions, interruptions, deletions or delays that may be experienced by users when accessing the CRR Service.
- 4.10 For any comments that you post, you grant L'Oréal a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable and transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and distribute such content and/or incorporate such content into any form, medium or technology, together with your username or first name and location. You acknowledge that L'Oréal will automatically publish your review on its Facebook page www.facebook.com/SkinCeuticalsSG.
- 4.11 You agree to perform all further acts necessary to perfect any of the above rights granted by you to L'Oréal including the execution of deeds and documents, at its request.
- 4.12 By submitting your email address in connection with your rating and review, you agree that L'Oréal and its third party service providers may use your email address to contact you about the status of your review and for other administrative purposes.
- 4.13 You agree to indemnify, keep indemnified and hold L'Oréal (which shall include its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all losses, claims, demands, and damages (actual and consequential) of every kind and nature, direct or indirect including reasonable legal fees, which are incurred by L'Oréal for any breach of your representations and warranties set out above.
- 4.14 L'Oréal may suspend the CRR Service at any time without notice.
5. **Additional Terms only Users Contributing Photographs, Information and Other Materials**

- 5.1 *Your Acceptance:* By using or visiting any of our additional sites (or microsites) that permits you to contribute photographs, information and other materials (**Microsite**), you agree to these additional terms (**Additional Terms**). If you do not agree to any of the Terms or Additional Terms, then you are not authorised to use the Website or Microsite.
- 5.2 These Additional Terms apply to all users of the Microsite, including users who are also contributors of photographs, information and other materials. The Microsite may contain links to third party websites that are not owned or controlled by L'Oréal. L'Oréal has no control over, and assumes no responsibility for the content, privacy policies or practices of any third party websites. In addition, L'Oréal will not and cannot censor or edit the content of any third-party website.
- 5.3 By using this Microsite, you expressly relieve L'Oréal from any all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Microsite and to read the terms and conditions and privacy policy of each other website that you visit.
- 5.4 *Microsite Access:* L'Oréal (or its affiliates) grants you permission to use the Microsite in accordance with these Additional Terms, provided that:
- (a) your use of the Microsite as permitted is solely for your personal, non-commercial use; and
 - (b) you will not alter or modify any part of the Microsite other than as may be reasonably necessary to use the Microsite for its intended purpose.
- 5.5 You agree not to collect or harvest any personally identifiable information, including account names, from the Microsite, nor to use the communication systems provided by the Microsite for any commercial solicitation purposes.
- 5.6 *User Submissions:*
- (a) The Microsite permits the submission of photographs, graphic designs or other communications submitted by you and other users (**User Submissions**) and the hosting, sharing, and/or publishing of User Submissions. You understand that whether or not such User Submissions are published, L'Oréal does not guarantee any confidentiality with respect to any submissions.
 - (b) You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you confirm, represent, and/or warrant that:
 - (i) you own or have the necessary licences, rights, consents, and permissions to use all copyright or other proprietary rights in and

- to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Microsite and these Additional Terms;
- (ii) you have written consent, release, and/or permission of each and every identifiable individual person in the User Submissions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Microsite and these Additional Terms; and
 - (iii) by submitting the User Submissions to Microsite, you grant L'Oréal a worldwide, exclusive, royalty-free, sublicenseable and transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Microsite and L'Oréal's (and its successor's) business, including for promoting and redistributing part or all of the Microsite (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Microsite a non-exclusive license to access your User Submissions through the Microsite, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Microsite and under these Additional Terms. The foregoing license granted by you does not terminate once you remove or delete a User Submissions from the Microsite; and
 - (iv) you waive in perpetuity in respect of any User Submissions the benefits any moral rights under applicable laws or similar rights.
- (c) L'Oréal grants to you a world wide, fully paid up, non-exclusive, royalty free, license to use reproduce, distribute, display and perform the User Submissions that you submit under these Additional Terms. You accept that in connection with User Submissions, you further agree that you will not undertake in any infringing activity including:
- (i) submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant L'Oréal all of the license rights granted under the Terms and Additional Terms;
 - (ii) publish falsehoods or misrepresentations that could damage L'Oréal or any third party;
 - (iii) submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a

criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;

- (iv) post advertisements or solicitations of business; and
- (v) impersonate another person.

- 5.7 L'Oréal does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and L'Oréal expressly disclaims any and all liability in connection with User Submissions. L'Oréal does not permit copyright infringing activities and infringement of intellectual property rights on its Microsite.
- 5.8 L'Oréal reserves the right to decide whether User Submissions are appropriate and comply with these Terms and Additional Terms for violations other than copyright infringement and violations of intellectual property law, including, pornography, obscene or defamatory material. L'Oréal may remove such User Submissions and/or terminate a User's access for uploading material in violation of these Additional Terms at any time, without prior notice and at its sole discretion.
- 5.9 L'Oréal permits you to link to materials on the Website for personal, non-commercial purposes only.
- 5.10 L'Oréal reserves the right to discontinue any aspect of the Microsite at any time.
- 5.11 You specifically acknowledge that L'Oréal shall not be liable for User Submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
- 5.12 L'Oréal makes no representations that the Microsite is appropriate or available for use in other locations. Those who access or use the Microsite from other jurisdictions do so at their own volition and are responsible for compliance with local law.
- 5.13 You agree to defend, indemnify and hold harmless L'Oréal, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including attorney's fees) arising from: (i) your violation of any term of these Additional Terms; (ii) your violation of any third party right, including any copyright, property, or privacy right; or (iii) any claim that one of your User Submissions caused damage to a third party. This defence and indemnification obligation will survive these Additional Terms and your use of the Microsite.

[End]