

## **TERMS OF USE**

Welcome to this Website dedicated to the Kerastase Malaysia and L'Oréal Professionnel brand ("**Website**"), a brand under the L'Oréal Malaysia Sdn Bhd [Co. No.: 199401042730 (328418-A) (hereinafter referred to as "**L'Oréal**", "**our**", "**us**", or "**we**") portfolio. The Website is operated by or for and on behalf of L'Oréal.

Please read carefully these Terms of Use which govern the use of this Website ("**Terms of Use**"). By using this Website, you agree to these Terms of Use without reserve. If you do not agree to any part of these Terms of Use, do not use the Website.

### **1. ACCESS TO THE WEBSITE**

To access and use the Website you must be at least eighteen (18) years old or have obtained your parent's or legal guardian's consent.

If any portion of the Website requires you to register or open an account, you must provide us with accurate, complete and updated registration information. You may also be asked to choose a login name, and password and/or pin code. Please select a password that would not be obvious to someone trying to guess your password/ pin code.

You shall not disclose to any person your password/pin code and shall not permit or authorize any person to use your login name or password/pin code for any purpose whatsoever.

We may treat any access to or use of the Website at any time by the use of your login name and password as access to or use of the Website by you, notwithstanding that it may have been used by any other person without your knowledge or authority.

You may change your password/pin code at any time. However, the number of attempts to access the Website and/or certain sections thereof may be limited in order to prevent any fraudulent use of such passwords/pin codes. Please inform us if you become aware of any fraudulent use. In the event of any breach of the rules set forth under these Terms of Use, we reserve the right to suspend your access.

Any fees for accessing and using the Internet are at your own expense.

### **2. INTELLECTUAL PROPERTY**

#### **a. Intellectual property rights**

Developing the Website involved significant investments by the L'Oréal Group. The Website and each of the elements it comprises (including but not limited to brands, images, texts, videos, software, graphics, music and sounds contained on or available through the Website) are protected by intellectual property rights owned by the L'Oréal Group. The contents of the Website cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical photocopying or recording, without the written permission of L'Oréal. Without prejudice to the foregoing, you agree that the material and content contained within or throughout the Website may not be used for commercial purposes or distributed commercially on any media whatsoever.

Your access to or use of the Website should not be construed as granting, by implication, estoppel or otherwise, any license or right to use the trademarks, tradenames, logos or service marks appearing on the Website without our prior written consent. You may not, without our prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to the Website or any other website.

You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems or other technology that operate the Website or create derivative works based on the Website. For purposes of these Terms of Use, "reverse engineer" shall include the examination or analysis of the Website to determine the source code, structure, organization, internal design, algorithms or encryption devices of the Website's underlying technology.

We may make available to you via the Website, contents that you are authorized to download ("**Downloadable Content**"). We grant you, for a duration permissible under the applicable laws of Malaysia, foreign laws and international treaties, a free of charge, non-exclusive, non-transferable and non-sublicensable license to use the Downloadable Content for your personal, and private use only. 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**

You agree that you are responsible for any content (including, but not limited to text, photos, videos, or opinions) which you post or transmit through the Website or any space made available by us via the Website ("**User Content**").

By posting User Content on or via the Website, you hereby grant us, for the period permissible under Malaysia law, foreign laws and international treaties (including any subsequent supplements or amendments), a royalty-free, irrevocable, non-exclusive, worldwide, sub-licensable license to reproduce, display, use, copy, make clarifications to, modify (but not alter the images, words and/or opinions conveyed in the User Content), adapt, edit, distribute, translate, create derivative works from, incorporate into other works, distribute such User Content (in whole or in part), and to use the User Content 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, tradeshow, stands, Business-to-Business 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 agree that you shall have no recourse against L'Oréal or the L'Oréal Group for any alleged or actual infringement or misappropriation of any proprietary right in your User Content by us.

You agree that social networks are platforms owned by third-parties and, accordingly, the reproduction, display, use, copying, modification, adaption, edit, distribution, translation, creation of derivative works from or of the User Content via any social networks shall be governed by the terms of use defined by those third parties. We shall not be responsible for any use of the User Content by you 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 User Content. User Content posted on the social networks may also be referenced on a search engine and therefore can be accessed by an audience outside the Website.

You shall be responsible for handling any third-party claims relating to the use of the User Content in accordance with the terms of use defined by the social networks.

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 alias.

You agree that any User Content as that you publish via the Website, is provided at your sole discretion and liability. By providing your User Content, you agree that your User Content shall not conflict with applicable legislation or accepted standards of morality, or the principles stated therein. In this regard, we reserve the right to remove at any time any User Content that may not comply with these Terms of Use, including the Code of Conduct in paragraph 3 below.

In addition, if you access User Content created by another user, you must comply with that other user's rights and you shall, in particular, not reproduce or disseminate that user's User Content without that user's prior consent.

Except for any personal data which we have agreed to keep confidential, any feedback, data, answers, questions, comments, suggestions, plans, ideas or the like that you send to us via the Website, via email or otherwise, will be treated as being non-confidential and non-proprietary. We assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. We will also be free to use any ideas, concepts, know-how or techniques contained in information that you send us for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information.

### **3. CODE OF CONDUCT**

We support the values of tolerance and respect for others.

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

- 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 activities 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.

If you become aware of any User Content which:

- (i) condones crimes against humanity, incites racial hatred and/or violence, or relates to child pornography;
- (ii) is in breach of the principles of the Code of Conduct; or
- (iii) is in breach of your rights or any third party's rights (for example, any infringement, insult, or breach of privacy);

(collectively, the "**Objectionable Content**"),

you may notify us by email to [MYPPDDigital@loreal.com](mailto:MYPPDDigital@loreal.com), specifying in your email:

- (a) the date on which you discovered the Objectionable Content;
- (b) your name and email address;
- (c) the URL of the Objectionable Content;
- (d) a description of the disputed Objectionable Content;
- (e) the user ID of the author of the Objectionable Content;
- (f) the reason for your request to the remove of the Objectionable Content; and
- (g) a copy of supporting documents/evidence in direct connection with the Objectionable Content (for example screenshots, correspondences with the author of the Objectionable Content, etc.)

We reserve the right to not consider any incomplete notice(s) of Objectionable Content which do not satisfy the requirements above.

### **4. INFORMATION CONTAINED ON THE WEBSITE**

#### **a. General provisions**

We remind you that inaccuracies and omissions may appear in the information available on this Website, particularly where the information is under the control of third parties. We endeavor to remove inaccuracies or to complete such information on the Website as soon as possible.

The products and services presented to you on the Website are not offered for sale but are a general presentation of the range of the products and services that we distribute in the country where this Website is available.

#### **b. Advice and beauty profile**

The advice, information and tools provided on the Website, are strictly for indicative and simulation purpose(s) for you to obtain expert cosmetics advice only and shall in no event replace a medical diagnosis or clinical consultation, nor does it substitute for a medical treatment.

Accordingly, we cannot guarantee your satisfaction with the advice and information arising from the use of such tools, and we assume no liability arising from any use arising out of the advice, information and the tools.

For any further information or in the event of doubt, we recommend that you consult your physician or a qualified medical professional.

#### **c. Skin Analysis Feature**

This Website may allow you to use a skin analysis feature. This is an online service capable of analyzing skin aging with one picture based on artificial intelligence. Your picture is analyzed and then, based on your age and skin type, you will be provided with your skin results and personalized skincare routine. You are free not to use this service.

The picture through this service is only used to perform the skin analysis and is deleted automatically post analysis.

#### **d. Hypertext links**

The hypertext links included on the Website may lead you to websites published by third parties. The Website may also contain content posted on or via the Website by third parties. L'Oréal shall not be responsible for any errors or omissions in any content in the Website, or the content, products or services of any hyperlinked website or any hyperlink contained in a hyperlinked web site, nor for the privacy and security practices employed by third party websites. L'Oréal shall not be liable for any loss or damage of any kind incurred as a result of the use of any content posted or contained in e-mails or otherwise transmitted or displayed via the Website or arising from access to websites published by third parties. Use of the Website and any hyperlinks and access to such hyperlinked third-party websites are entirely at your own risk.

You agree that L'Oréal has no control over, and excludes all liability for, any material on the internet which can be accessed by using the Website. Neither can we be deemed to have endorsed any third-party content. Accordingly, to the extent that hypertext links were included on the Website for the sole purpose of facilitating your browsing experience on the Internet, accessing any third-party websites shall be your own decision and at your sole liability.

### **5. PERSONAL DATA**

When you access the Website, we may collect the following information:

- (i) anonymous web statistics collected as you browse the Website;
- (ii) personal data you knowingly provide to us.

Some portions of the Website may require you to provide your personal data. Personal data refers to all any information relating to you (including, but not limited to, your name, contact number, email address and mailing address) obtained by us via your access to or use of the Website ("**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. We may use your personal data for planning, research, design and marketing of services, rendering assistance to law enforcement, government or regulatory agencies, or complying with applicable laws or any court order.

For any further information on the processing of your personal data, please refer to 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. FUTURE AMENDMENT TO THE WEBSITE AND THE TERMS OF USE**

Notwithstanding any other provisions herein, we reserve the right at all times to add, waive or vary any of 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. DISCLAIMER**

While L'Oréal takes certain industry-accepted precautions to secure the Website or portions thereof, you agree that such precautions do not guarantee that use of the Website is invulnerable to all security breaches, nor does L'Oréal make any warranty, guarantee, or representation that use of the Website is protected from all viruses, worms, Trojan horses, and other vulnerabilities. L'Oréal cannot guarantee the permanent availability and accessibility of the Website, and therefore we may be required to temporarily suspend access to all or part of the Website, particularly for technical maintenance purposes.

We also note that the Internet and IT and telecommunication networks are not error-free, and that interruptions and failures can occur. We cannot provide any guarantee in this regard and therefore shall be held liable for any damage that may relate to the use of the Internet or 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 faulty reception equipment or communication networks; and
- any Internet malfunctions hindering the proper operation of the Website.

Save as required by applicable law, we hereby disclaim any and all representations, warranties and conditions, whether express or implied, as to the operation of the Website or the content, statements or other information contained on the Website, or the products or services accessible or available through the Website. You agree that, to the fullest extent permitted by applicable laws, we shall not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for (a) any interruption of business; (b) access delays or access interruptions to the Website; (c) data non-delivery, misdelivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on the Website; (e) computer viruses, system failures or malfunctions which may occur in connection with your use of the Website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in content; or (g) events beyond our reasonable control. Lastly, save as required by applicable law, our liability (if any) shall be limited to direct damages, excluding any other damages or losses whatsoever (such as any indirect damage relating, without limitation, to any loss of profit, revenue or goodwill).

The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of our Website is prohibited. Those in respect of whom such prohibitions apply must not access our Website.

We do not represent that either the Website, the Downloadable Content, or the content herein 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.

## **9. INDEMNITY**

You agree to defend, indemnify and hold harmless L'Oréal, its directors, officers, employees, suppliers, licensors, agents, and any third-party content providers, from and against any losses, damages, claims, costs, expenses, demands, and actions, due to or arising out of your use of the Website, your access or connection to the Website, your violation of these Terms of Use, or your violation of any rights of another. These obligations will survive any termination of your relationship with L'Oréal or your use of the Website. L'Oréal reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with L'Oréal in asserting any available defenses.

## **10. LIMITATION OF LIABILITY**

L'Oréal does not assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the Website or other contents accessible from the Website. In no event shall L'Oréal be liable for any incidental, consequential, direct, indirect losses or any losses or damages whatsoever (including, but not limited to, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings, or business interruption, or any other loss, whether in an action of contract, negligence or other tortious action), arising out of or in connection with the use of or inability to use the Website, delays, inaccuracies or errors in the information or in the transmission of the Website, or any information or transactions provided on or over the Website or downloaded or hyperlinked from the Website, or performance of the contents on the Website, even if L'Oréal has been advised of the possibility of such damages. If you are dissatisfied with any portion of the Website, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Website.

## **11. SEVERABILITY**

If at any time any provisions of these Terms of Use shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms of Use shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms of Use.

## **12. WAIVER**

L'Oréal's failure to insist upon or enforce the strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

## **13. GOVERNING LAW AND DISPUTES**

Your access to or use of the Website, as well as these Terms of Use shall be governed by the laws of Malaysia. Any dispute which may arise under these Terms of Use shall be under the exclusive jurisdiction of the courts of Malaysia.

## **14. CONTACT US**

If you have any questions about these Terms of Use, you can contact us via email to [MYPPDDigital@loreal.com](mailto:MYPPDDigital@loreal.com) or in writing to Crown Penthouse, 1 Powerhouse, No. 1, Persiaran Bandar Utama, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan.

For any other queries/issues, please contact our Customer Service:

[customerservice.my@loreal.com](mailto:customerservice.my@loreal.com)

1-300-22-2232

10:00am to 7:00pm, Monday – Friday (Excluding Weekends and Public Holidays)

*(Updated as of: September 2022)*

\*\*\*