

TERMS OF USE FOR THE APPLICATION L'OREAL PROFESSIONNEL – 15' coach

These Terms of Use ("Terms") govern your rights and obligations regarding the use of the L'Oréal "15' Coach!" Application ("Application") on your mobile ("Device"). These Terms constitute a fully binding agreement between L'Oréal S.A. ("L'Oréal" or "We"), owner of all rights in and to the Application, and you ("User" or "you"). It is therefore recommended that you carefully read these Terms.

By downloading this Application on Appstore or Google Play Store and making use of it, you are deemed to have agreed, without reserve, to comply with these Terms and to the terms of the license of use granted to you by L'Oréal ("License"). If you do not agree to these Terms or any of its parts, then you are prohibited and must refrain from using the Application.

L'Oréal reserves the right to supplement, amend or delete the Terms set forth hereinbelow at any time and without prior notice. In the event the Terms are amended, L'Oréal undertakes to post an updated version on the Application. Your continued use of the Application after the Terms have been modified signifies your assent to the updated Terms. If you dissent to the updated Terms or to any term within them, you must discontinue all further use of the Application.

1. General Information

Company Name: L'OREAL, private company with a share capital of 112.596.669,60 €, whose registered office is located 14 rue Royale – 75008 PARIS FRANCE and registered with the Paris registry of companies under number 632 012 100. Tel: + 33 (0)1 47 56 70 00

This Application has been developed and optimized by L'ATELIER DU MOBILE.

2. Access to and use of the Application

Use of the Application is free of charge, provided that your Device is compatible and has an Internet connection. Currently, the Application operates the following systems: using iOS 9.0 à 9.3.1 and above or Android 4.1 à 6.0.1 and above. You acknowledge and accept that access to the Internet using a mobile telephone may result in additional charges from your telephone operator. In no event shall we be liable for any network and/or roaming charges relating to the use and updates of the Application.

No matter where you decide to access the Application, you do so at your own risk and subject to the obligation to comply with local laws and regulations.

3. Intellectual property rights

Regarding the rights in and to the Application, we remind you that the Application is provided under the licence described hereunder. This licence is granted to you for non-commercial purposes only. You have no rights whatsoever in and to the Application, other than the right to use the Application granted thereof.

The Application may make available to you some Application Content. You acknowledge and agree that such Application Contents are subject to intellectual property law and/or image rights and/or other proprietary rights and are made available solely within the scope of the License. Therefore any

reproduction and/or representation, in whole or in part, of those Application Content, or of any of the items of which they comprise, on any media whatsoever, for other purposes than expressly describe in these Terms & Conditions is expressly prohibited.

4. License of use granted to you

The Application, and its Content, are made available to User under the following terms: We grant you a personal, free of charge, non-assignable, non-exclusive and non-transferable right to use the Application and its Content for your own personal, non-commercial and private requirements.

To the extent permitted by law, you are not authorized:

- a. Duplicating, copying or using Application for any other purpose that what is specifically authorized by this Agreement;
- b. Performing or ordering performance of any reverse engineering, disassembly or decompilation of Application, except for purposes of interoperability as defined by law;
- c. Adapting, correcting, updating or modifying Application in any way;
- d. Creating any derivative work based on any or all of Application;
- e. Disclosing or publishing performance test results concerning Application without prior written agreement from Licensor;
- f. Leasing or sublicensing Application to any third party;
- g. Concealing, removing or modifying any reference or notice relating to the exclusive rights of Licensor;
- h. Correcting any errors, flaws, bugs or other operating defects or malfunctions affecting Application;
- i. Download the Application if you are located in a country that is subject to a U.S. Government embargo;
- j. Using the Application and/or publish via the Application contents (especially photographs) displaying third parties and/or contents protected by intellectual property rights, without the prior express consent of the applicable right holders. Without prejudice to the preceding, all contents that you may publish via the Application is under your sole and entire responsibility.
- k. Taking any action not specifically authorized by this agreement.

The User accepts that it has not acquired any other right, of any nature whatsoever, other than that granted pursuant to the terms of this license.

This License shall be effective upon User's use of the Application (or, as applicable, when clicking on the "I Accept" (or equivalent) button located before User's access to the Application) and shall continue in effect until termination of the License by us.

We may, at any time, terminate the License and your access to all or part of the Application without any advance notice. We may also change or discontinue at our discretion any or all of Application's services at any time, or modify these Terms and Conditions (including the License) at any time.

5. Information contained on the App

- a. Advice and diagnostic tools

The advice made available on this Application and/or the diagnostic tools are simple simulations intended for Users to obtain advices.

The indicative information that Users allow the delivery of can in no event replace a medical or other qualified professional diagnosis or other qualified professional clinical consultation, nor substitute for medical treatment.

In consequence, we cannot guaranty your entire satisfaction with respect to the advice that results from the use of such tools and assume no liability for the use that you may make of it.

b. Hypertext links and Social sharing button

The hypertext links implemented on the Application may take you to websites published by third parties as to which we do not control the content. In consequence, and to the extent these hypertext links have been included on this Application in order to facilitate your navigation of the Internet, the consultation of such third party websites is entirely your choice and your exclusive liability.

6. Personal data

We may collect your personal data, including when you: (i) download the App; (ii) use the App and its content; (iii) contact us through the App. We may use your personal data in the following different ways:

- We compile and use data with respect to your use of the App for statistical analysis or reporting purposes, so we can gather data on Musculoskeletal Disorders (especially work-related) and develop prevention programs. Those data are anonymous.
- To manage our relationship with you: if you send us a message, your data is kept and used to send a response to, and manage, your request;
- To provide you access to the App and send you surveys

You acknowledge and agree that your personal data may be transferred outside of your country of origin and, in particular, outside the European Union, and to trusted third-party contractors and service providers who work on our behalf.

In conformity with applicable data protection legislation, you have the right to access the data which relates to you and to correct, object to and delete such data. You may exercise this right at any time by sending us an e-mail accompanied by proof of your identity to the following address: 15COACH@loreal.com

7. Liability

You acknowledge and agree that using the Application and the Application Content other than in strict compliance with these Terms and as expressly authorized in the License may cause harm to us

and/or our licensors and/or other right holders and you shall in this case be solely responsible for any such unauthorized use of the Application and the Application Content.

You accept and agree that you have been informed that the Application and the Application Content are furnished "as is" and, more specifically, you accept that:

- use of the Application is entirely at your sole risk and peril;
- neither we nor our license providers have given any warranty whatsoever, including, but not limited to, any warranty against hidden defects, as to conformity, adequacy for a use or specific purpose and against infringement and in particular that we and they grant no warranty with respect to the Application and/or Application Content (i) conforming to the User's requirements, IT environment and/or Internet/telecommunications connections; (ii) being efficient, accurate, uninterrupted, safe, free from errors, without risk of error or available; (iii) being free of viruses, worms, Trojan horses or anything else capable of possessing contaminating or destructive properties and/or any other element capable of being considered reprehensible by certain persons or being adapted to any use whatsoever.

Furthermore, in consideration of the properties and inherent risks of the Internet and of mobile systems, we decline all liability whatsoever in relation to downtime of the Application or any problem or inability to download or access the Content or any other fault in the communication system which may make the Application unavailable.

8. Language

These Terms of Use have been drafted in French and English. You agree that you have read and understood these Terms of Use and have been fully informed of the rights and obligations that arise therefrom. In the event of an inconsistency between the French version and the English version, the French version shall govern for any interpretation and/or application of these Terms of Use.

9. Term and termination

The Terms of Use shall take effect on the date on which you have accepted them and shall remain in force throughout your use of the Application. We may withdraw the Application at any time. You agree that we shall have no liability and that the exercise of such discretionary power shall not result in any payment or compensation whatsoever to you or to any other person.

10. Applicable law and attribution of jurisdiction

These terms of use for the Application and our relationship with the User shall be governed by the laws of France.

Any proceedings in connection with or related to this Application or any dispute as to the validity, interpretation and/or performance of these terms of use shall be subject to the exclusive jurisdiction of Paris - France.