

## L'Oreal ACCESS TERMS OF USE

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### General Terms and Conditions

Unless otherwise noted, the surveys, classes, content and discussions available on the Site are intended for Salon Professionals who are currently registered to access the site, or a salon selling L'Oreal products and is for informational purposes. You agree to use the Site only for lawful purposes and in compliance with all international, federal, state and local laws. Except as expressly permitted by L'Oreal, you may not use, reproduce, distribute, reverse engineer, modify, copy, publish, display, transmit, adapt, frame, link, rent, lease, loan, sell, license or in any way exploit the content of the Site.

### Eligibility

You represent and warrant that you (a) are a Salon Professional (b) have not previously been suspended or removed from the Site, (c) do not have more than one (1) account at any given time for the Site; (d) you will only provide us with true, accurate, current and complete information if you register for an account. If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Site or Services (or any portion thereof) and (d) that you have full power and authority to enter into the Terms and Conditions and in doing so will not violate any other agreement to which you are a party.

### Your Account

When you set up an Account, you are required to provide your name and email address and select a password (collectively, your "**Account Information**"), which you may not transfer to or share with any third parties. If someone accesses our Site or Services using your Account Information, we will rely on that Account Information and will assume that it is really you or your representative who is accessing the Site and Services. You are solely responsible for any and all use of your Account Information and activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your Account, including without limitation, terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be

responsible for any act or omission of any users that access the Site or Services under your Account Information that, if undertaken by you, would be deemed a violation of these Terms of Use. In no event will We be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction by Us under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else's Account at any time, without the permission of the Account holder. Please notify us immediately if you become aware that your Account Information is being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual's authorization, or register for an Account on behalf of any group or entity.

### User Conduct

By participating in surveys or otherwise using any communications service or other interactive service that may be available to you on or through the Site from time to time, you agree that you are the sole responsible person and/or entity from which such user content. Moreover, you agree not to access or use the Site for any purpose that is prohibited by these Terms and Conditions. You are responsible for all of your activity in connection with the Site and you will not disclose or post information from the Site to third party sites.

By way of example, and not as a limitation, you agree not to (and shall not permit any third party to) use the Site to: (a) upload, post, e-mail, or otherwise transmit any User Content that is inaccurate, unlawful, harmful, threatening, embarrassing, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, profane, libelous, deceptive, fraudulent, invasive of another's privacy, hateful, or contains or depicts nudity or explicit or graphic descriptions or accounts of sexual or violent acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or is otherwise inappropriate as determined by us in our sole discretion; (b) harm any person in any way; (c) upload, post, e-mail, or otherwise transmit any User Content that (i) victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of any impermissible classification, including, without limitation, religion, gender, sexual orientation, race, color, creed, ethnicity, national origin, citizenship, age, marital status, veteran status or disability; (ii) infringes any patent, trademark, trade secret, copyright, right of publicity or other intellectual or proprietary right of any party; and (iii) you do not have a right to transmit under any law or under any contractual or fiduciary relationship (such as insider information, intellectual, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (d) upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, worms, logic bombs or programs designed or intended to interrupt, disable, damage, destroy, or limit the functionality of the Site or any computer software or hardware or telecommunications equipment or any other similarly destructive activity; (e) obtain unauthorized access to any system, data, password or other information; (f) interfere with or disrupt the Site or servers or networks linked to the Site, or disobey any requirements, procedures, policies, or regulations of networks linked to the Site; (g) intentionally or unintentionally violate any applicable local, state, national, or international law, and any rules, regulations, orders, directives and the like having the force of law; (h) upload, post, e-mail, or otherwise transmit any material, or take any other actions with respect to your

use of the Site, that would constitute, or would otherwise encourage, criminal conduct or conduct that could give rise to civil liability; (i) for commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services; (j) solicit others to join or become members of any other commercial online service or other online or offline group or organization; (k) impersonate any other person or entity, including by providing any false personal information to us (including a false user name) or creating any account for anyone other than yourself; (l) submit any person's identification documents or sensitive financial information; or (m) breaches the Privacy Policy. Violation of any of the foregoing may result in immediate termination of your license to access or use the Site, and may subject you to state and federal penalties and other legal consequences. We reserve the right, but shall have no obligation, to investigate your use of the Site in order to (1) determine whether a violation of the Terms and Conditions has occurred or (2) comply with any applicable law, regulation, legal process or governmental request.

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A printed version of the Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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