

L'Oréal ACCESS TERMS OF USE

L'Oréal ACCESS is hosted and managed by Docebo SPA on behalf of L'Oréal (collectively referred to herein as “We”).

L'Oréal may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. In the event of a material change to the terms we will post the new terms on our site. It is your responsibility to check these Terms of Use for changes prior to use of the Site, and in any event your continued use of the Site following the posting of changes to these Terms of Use constitutes your acceptance of any changes.

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.

No Endorsement

We do not control any information posted by users ("User Content") posted on the Site and, as such, we make no representations or warranties regarding User Content or its truthfulness, accuracy, reliability, integrity or quality. We do not determine whether User Content violates the rights of others, and we have no control over whether User Content is of a nature that you or other users may find offensive. User Content includes the opinions, statements and other content of third parties, not us. You acknowledge and agree that the information and views expressed by you and other users in User Content appearing on the Site do not necessarily reflect our views or those of our content providers, advertiser, sponsors, affiliated or related entities, and we do not support or endorse any User Content or any other content posted by you or any other user on or otherwise accessible through the Site. We do not assume, and expressly disclaim, any obligation or liability with respect to User Content and no confidential or fiduciary understanding or relationship is established by our receipt or acceptance of any such materials.

Our Right to Use User Content

You do not have to submit anything to us, but if you choose to submit any User Content to the Site, it will be deemed information of L'Oreal and may be used by us, our affiliates or others without restriction. You represent and warrant that you own or otherwise control any and all rights in and to the User Content that you submit and that our public posting and use of that User Content will not infringe or violate the rights of any third party in any manner, including without limitation any privacy rights, publicity rights, copyrights, contract rights or any other intellectual property or proprietary rights. By submitting, sending, posting, uploading, modifying or otherwise providing information, material, or any other communication to us including User Content, whether solicited or unsolicited, you grant us and our designees the royalty-free, fully paid, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, improve, distribute, commercialize, perform, or display such User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for any purpose, including,

without limitation, advertising and promotional purposes, reproduction, transmission, publication, broadcast and posting without any further consent by you or notice, credit and/or compensation to you or any third parties. You also hereby do and shall grant each user of the Site a non-exclusive license to access your User Content through the Site, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. We and our designees also have the right, but not the obligation, to use your user name (and real name, image, likeness or other identifying information, if provided in connection with User Content), city and state in connection with broadcast, print, online or other use or publication of your User Content. We and our designees may use or otherwise transfer, remove or dispose of any and all User Content without restriction and users of the Site shall not be entitled to any compensation whatsoever for any such use, transfer or disposition of User Content by us. Notwithstanding the foregoing, personally identifiable data, if any, included in User Content shall be handled in accordance with our Privacy Policy.

Transmitting Materials

You understand that the technical processing and transmission of the Site may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. We assume no responsibility for the deletion or failure to store postings or other information submitted by you or other users of the Site.

You agree that you will not harvest, collect or store information about the users of the Site or the User Content or use such information for any purpose inconsistent with the purpose of the Site or for the purpose of transmitting or facilitating transmission of unsolicited advertising, junk or bulk electronic mail or communications. You may not: (i) take any action that imposes or may impose (as determined by Us in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; (iii) bypass any measures we may use to prevent or restrict access to the Site or portions thereof (or other accounts, computer systems or networks connected to the Site); (iv) run any form of auto-responder or “spam” on the Site; (v) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site; or (vi) harvest or scrape any content from the Site.

Intellectual Property Rights

The Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, logos, titles, characters, names, graphics and button icons, excluding User Content (collectively “Proprietary Material”), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Proprietary Material is owned or controlled by L’Oreal or by other parties that have provided rights thereto to L’Oreal .

Except as otherwise provided in these Terms and Conditions or without our express prior written permission, you may not, and agree that you will not, use, publish, reproduce, display, publicly perform, create derivative works from, reverse engineer or decompile, disassemble,

distribute, license, transfer, sell, copy, post, enter into a database, upload, transmit or modify the Proprietary Material or any portion thereof, for any purpose or by any means, method, or process now known or later developed. Modification of the materials appearing on the Site or use of such materials for any other purpose is a violation of our copyright and other proprietary rights.

Account Termination

We may, in appropriate circumstances, terminate your account for the Site and any or all affiliate websites if you are a repeat infringer, or for any reason in our sole discretion.

Third Party Websites and Links

You may be able to link to third party Websites, services or resources on the Internet from the Site, and third party Websites, services or resources may contain links to the Site (collectively, “Linked Sites”). We are not responsible for the content, availability, advertising, products, services or other materials of any such Linked Sites, or any additional links contained therein, and our inclusion of links to the Linked Sites on the Sites does not imply that we endorse or approve of any materials contained on, or accessible through, the Linked Sites. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites.

Disclaimer

VISITORS TO THE SITE AGREE THAT THEIR USE OF, AND RELIANCE ON ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH, THE SITE IS AT THEIR OWN SOLE RISK. THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE (INCLUDING OUR AFFILIATES, THIRD PARTY CONTENT PROVIDERS, MERCHANTS, SPONSORS, LICENSORS AND THE LIKE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES) SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, OR USEFULNESS OF THE CONTENT OF THE SITE; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. WE ALSO MAKE NO REPRESENTATIONS AND WARRANTIES AS TO ANY LINKED SITES AND WE HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO YOUR USE OF SUCH SITES. IN SOME INSTANCES, CONTENT MADE AVAILABLE ON THE SITE MAY REPRESENT THE OPINIONS AND JUDGMENTS OF PROVIDERS OR USERS, SUCH AS USER CONTENT. WE AND OUR AFFILIATES DO NOT ENDORSE NOR SHALL WE OR THEY BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE ON THE SITE BY

ANYONE OTHER THAN OUR AUTHORIZED EMPLOYEES ACTING IN SUCH CAPACITY.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURIES CAUSED BY THE SITE, INCLUDING, WITHOUT LIMITATION, THOSE DAMAGES OR INJURIES OCCURRING AS A RESULT OF: (1) ANY ERROR, OMISSION, DELETION, OR DEFECT IN THE CONTENT AVAILABLE ON THE SITE, OR (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF RECORDS, INFORMATION OR DATA, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, INFORMATION OR DATA, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, DEFAMATION, OR ANY OTHER CAUSE OF ACTION. WE DO NOT WARRANT OR GUARANTEE: (1) THAT ANY PORTION OF THE SITE WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE MATERIALS AVAILABLE ON THE SITE. YOU (AND NOT WE OR ANY OF OUR AFFILIATES) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF ANY PERSON SUBSCRIBING OR USING THE SITE. THEREFORE, WE DECLINE ALL LIABILITY WHATSOEVER FOR IDENTITY THEFT OR ANY MISUSE OF YOUR IDENTITY OR INFORMATION.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

By using the Site, you agree to defend, indemnify, and hold us, our parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees, contractors and suppliers harmless from any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising in any way from or in connection with your use of the Site or any service available on or through the Site, the uploading, posting, e-mailing, or transmission of any User Content or other materials by you or users authorized by you, infringement of any Proprietary Material, or any violation by you of these Terms and Conditions, our Privacy Policy or any other policy posted from time to time on the Site applicable to your use of the Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

Limitation of Liability

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, IN NO EVENT WILL WE OR OUR AFFILIATES, INCLUDING, WITHOUT LIMITATION, OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, SUCCESSORS AND ASSIGNS, BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, WASTED EXPENDITURE, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT, SOFTWARE OR OTHER GOODS OR SERVICES, OR LOSS OF RECORDS, INFORMATION OR DATA), OR ANY OTHER DAMAGES ARISING IN ANY WAY ARISING OUT OF OR RELATED TO: (i) THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE ANY PLATFORM APPLICATIONS OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE; OR (ii) ANY CLAIM (INCLUDING FOR PROPERTY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM) ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF, THE SITE OR THE LINKED SITES, OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR OTHER MATERIALS AVAILABLE ON OR THROUGH THE SITE OR LINKED SITES, EVEN IF WE OR OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, SUCCESSORS AND ASSIGNS ARE AWARE OR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

YOU SPECIFICALLY ACKNOWLEDGE THAT WE 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. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US OR ANY OF OUR AFFILIATES IS TO DISCONTINUE YOUR USE OF THE.

NOTHING IN THESE TERMS AND CONDITIONS SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THESE TERMS AND CONDITIONS.

Termination

We may terminate or suspend your access to the Site, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site) for any reason at any time in our sole

discretion, with or without notice to you, effective immediately, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Site. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. In the event of termination, you will still be bound by your obligations under these Terms and Conditions, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, we will not be liable to you or any third party for any termination of your access to the Site.

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.

These Terms and Conditions are the entire agreement between you and us with respect to the Site and any User Content, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to those matters. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and Conditions, and neither party has any authority of any kind to bind the other in any respect.\

June, 2020