

**TERMS OF USE OF WEBSITE/APPLICATION**  
**"ACCESS"**  
**Effective as of August 2021**

Welcome on this Website/Application dedicated to L'Oréal Professional Product Division Access service (hereinafter the "**Service**").

Please read carefully these Terms of Use which govern the use of this Service (hereinafter the "**Terms of Use**"). By using this Service, you agree to these Terms of Use without reserve.

For any request relating to your use of the Service, you may contact Us at the following address:  
lorealcad@loreal.com

**LEGAL NOTICE**

Website URL: [nz.lorealaccess.com](http://nz.lorealaccess.com) (hereinafter "**Website**").

Director of Publication: Contact: Email:- [lorealcad@loreal.com](mailto:lorealcad@loreal.com).  
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Hosted by: DOCEBO SPA, an Italian company, with its registered office located at Via Parko 47, 20853 Biassono (MB) Italy with a VAT of 04793690969. Telephone Number: +39 39 232 3286

**1. ACCESS TO THE SERVICE**

To access and use the Service you need to be at least 18 years old.

Access to the Service and/or certain sections thereof may require the use of PIN codes. In such case it is up to you to take the necessary steps to keep such codes secret. You may naturally change them at any time. However, the number of attempts to access the Service and/or certain section thereof may be limited in order to prevent any fraudulent use of such codes. Please inform Us of any fraudulent use that you may become aware of.

In the event of any breach of the provisions set forth under these Terms of Use, We reserve the right to suspend or terminate your access. You may terminate your use of the Service at any time, by ceasing to use the Service.

Additional fees for accessing and using the Internet remain at your charge.

**1.1 ACCESS TO THE PLATFORM**

**a. How to download and access it**

The application shall be delivered solely via electronic download from the Apple store and Google play store (hereinafter the "**Platform**"). You may download from the Platform (i) a copy of the Platform; and (ii) install it on the device as per the instructions provided during the installation and/or posted on the Platform.

**b. On what device?**

The installation and use of the Platform require a compatible device with an Internet connection.

The following operating systems are compatible: IOS and Android.

You shall bear exclusive liability for any operation related to the required device, as well as any telecommunication expenses incurred in connection with the installation of, access to and downloading of, the Platform.

Your operator may charge you additional expenses for accessing the Internet from a mobile phone or tablet. We shall bear no liability for any network or roaming costs in connection with the Platform updates.

### **c. License**

The Platform is hereby licensed, not sold, to you.

As of the effective date of these Terms of Use, subject to compliance with the terms hereof, We hereby grant you on a non-exclusive, revocable and non-transferable license to use the Platform, during the period of use of the Platform, exclusively for strictly personal and private purposes. The territory for which the Platform user license is hereby granted shall be New Zealand.

## **2. Fees**

You may purchase access to online events such as classes and webinars as set out on the Platform ("**Events**"). Where you purchase access to an Event, it is an offer by you to purchase access to that particular Event for the fee displayed on the Platform at the time you place your order. We may, at our absolute discretion, accept or reject an order. We will endeavour to notify you of a rejection at the time of the order or within a reasonable time thereafter. Each order that we accept results in a separate binding agreement between you and us for the provision of your access to the Event in accordance with these Terms of Use and any additional terms and conditions set out on the Platform at the time you place your order.

You must pay us fees for any access to an Event which you order plus any applicable taxes, as set out on the Platform ("**Fees**"). It is your responsibility to check the Event you have chosen, including pricing, description, inclusions and other details before you submit your order through the Platform. Unless expressly set out on the Platform, we do not accept refunds for change of mind. To the extent permitted by law, once paid, the Fees are non-refundable. You acknowledge and agree that you must have sufficient funds in your selected payment account in order to pay the Fees and any other amounts due and payable. You are responsible for paying any fees, such as bank fees, for any payments that are dishonoured. You must not pay, or attempt to pay, any fees by fraudulent or unlawful means.

All purchases made through the Platform are subject to availability. We do our best to keep the Platform up to date with the availability for Events. We reserve the right to cancel, at any time before the date of the Event and for whatever reason, an order that we have previously accepted, including if, for any reason, we cannot run the Event (for example, for an event beyond our reasonable control) or if the Event you ordered access to was subject to an error on our Platform (for example in relation to a description, date or price).

## **3. INTELLECTUAL PROPERTY**

### **d. Intellectual property rights**

Developing the Service involved significant investments. The Website, the Platform and each of the elements it comprises (*i.e.*, brands, images, texts, videos, etc.) are protected by intellectual property rights. No use, reproduction or representation of the Service (in whole or in part), on any media whatsoever, for any other purposes, including, but not limited to, commercial purposes, shall be authorized.

We may make available to you via the Service contents that you are authorized to download (hereinafter the "**Downloadable Content**"). We grant you, for your personal and private use only, free of charge and for the legal protection period of intellectual property rights as defined by applicable laws and international treaties, a non-exclusive and non-transferable right to use the Downloadable Content. Any reproduction, representation, modification or distribution of the Service shall be prohibited. By downloading or using such Downloadable Content, you agree to use them in accordance with these Terms of Use.

### **e. 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 Service, 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.).

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

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

We hereby remind you that inaccuracies and omissions may appear in the information available on this Service, particularly due to third parties. We hereby undertake to remove inaccuracies or to complete such information on the Website as soon as possible after we become aware of any inaccuracies or incomplete information.

##### **a. Advice and beauty profile**

The advice provided on this Service and/or the tools made available to define your beauty profile are merely simulations intended for obtaining expert cosmetics advice.

The information they deliver are for strictly indicative purposes and shall in no event replace a medical diagnosis or clinical consultation, nor be substituted for a medical treatment.

Accordingly, We cannot guarantee your entire satisfaction with the advice that results from the use of such tools and assume no liability for any use you may make thereof.

For any further information or in the event of doubt, We recommend that you consult your physician.

##### **b. Hypertext links**

The hypertext links included on the Service may lead you to websites published by third parties and the content of which We do not and cannot control. Accordingly, to the extent that said hypertext links were included on this Service for the sole purpose of facilitating your browsing experience of the Internet, looking up any third-party websites shall be your own decision, at your own risk and your sole liability.

#### **5. PERSONAL DATA OR INFORMATION**

We may collect personal data or information related to you, particularly when you: (a) subscribe for a service; (b) download Downloadable Content; (c) sign in; (d) apply for a game/competition; (e) send Us an e-mail; (f) respond to a poll or study.

For any further information on the processing of your personal data or information, please look up 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 your access the same Website (hereinafter “**Cookies**”).

For further information on the use of cookies, please consult our cookie table.

#### **7. AMENDMENT TO THE SERVICE AND THE TERMS OF USE**

We may amend the contents and information included on the Service as well these Terms of Use, particularly for purposes of compliance with any new applicable legislation and/or regulations and/or to improve the Service. Any amendment shall be notified to you via the Website and/or the Platform before becoming effective under these Terms of Use. Unless the amendment requires your express approval, your continued use of the Service after such notification shall be deemed as your acceptance of the new Terms of Use.

#### **8. CREDITS**

The Service was developed for Us by DOCEBO S.p.A, a company limited by shares, with capital of EUR 762,161, having its registered offices at Via Aldo Moro 1 20846 , Macherio (MB) - ITALY , registered with the Macherio Registry of Trade and Companies under number 04793690969;  
Telephone Number: +39 39 232 3286

## 9. DISCLAIMER

We shall use our best efforts to maintain access to the Service and Downloadable Content at all times. However, We cannot guarantee the permanent availability and accessibility of the Website or Platform. Indeed, we may be required to momentarily suspend access to all or part of the Service, particularly for technical maintenance purposes.

It is hereby further specified that the Internet and IT or telecommunication networks are not error-free and that interruptions and failures can occur. We cannot provide any guarantee in this regard and shall not therefore be held liable for any damage that may relate to the use of the Internet and IT or telecommunication networks, including, without limitation:

- (a) poor transmission and/or reception of any data and/or information via the Internet;
- (b) any external intrusions or computer viruses;
- (c) any defaulting reception equipment or communication networks; and
- (d) any such Internet malfunction as may hinder the proper operation of the Service.

## 10. WARRANTIES AND LIABILITY

All conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under the general law or by statute, whether express or implied, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under, or pursuant to, the Service, Downloadable Content, Website and Platform ("**Warranties**"), are expressly excluded to the extent permitted by law.

Nothing contained in these Terms of Use excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Consumer Guarantees Act 1993*, the *Fair Trading Act 1986*, or any other legislation (the "**Acts**") where to do so is unlawful. To the maximum extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, L'Oréal's sole liability for breach of any such condition, warranty or other obligation is limited to L'Oréal's obligation under the relevant Act.

Despite anything to the contrary, to the maximum extent permitted by law, L'Oréal's liability shall be limited to direct damage, excluding any other damage or loss whatsoever, and we expressly exclude liability, and will not be liable to you or any third party for any Liability, and you waive and release Us from any Liability, arising from or in connection with:

- (a) L'Oréal's development and operation of the Service (including any Downloadable Content), Website and Platform;
- (b) your use of the Service, Website or Platform (including any Downloadable Content received as part of the Service);
- (c) any personal injury or death to you or any third person;
- (d) Consequential Loss; or
- (e) any event beyond our reasonable control.

In this clause 10:

"**Consequential Loss**" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

"**Liability**" means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms of Use or otherwise.

## **11. GOVERNING LAW AND DISPUTES**

These Terms of Use shall be governed by the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in New Zealand and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

For any issue, please contact our Customer Service:

Email : [lorealcad@loreal.com](mailto:lorealcad@loreal.com)  
Telephone number : 0800 889 778

A party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms of Use (including any question regarding its existence, validity or termination) (“**Dispute**”) without first meeting with a representative of the other party, with the authority to resolve the Dispute, to seek (in good faith) to resolve the Dispute. If the parties cannot agree how to resolve the Dispute at that initial meeting, either party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, either Party may ask the Resolution Institute to appoint a mediator. The mediator will decide the time, place and rules for mediation. The parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of mediation will be shared equally between the parties. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

## **12. GENERAL**

**Severance:** If a provision of these Terms of Use is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms of Use without affecting the validity or enforceability of the remainder of that provision or the other provisions.

**Taxation:** It is your responsibility to seek independent professional taxation advice in relation to the taxation effects arising from your use of the Service. You are responsible for any taxation liability or other government fees and charges relating to your use of the Service.

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