

**TERMS OF USE OF THE APPLICATION**  
**COLOR MATCH**  
**Effective as of 2018/12/12**

Welcome to the Color Match app (hereinafter the "Application"). – an application created by Garnier and controlled and operated by L'Oréal (UK) limited ("L'Oréal") with offices at 255 Hammersmith Road, London W6 8AZ. (hereinafter the "Application").

Please read carefully these Terms of Use which govern the use of this Application (hereinafter the "Terms of Use"). By installing, accessing or using this Application, you acknowledge that you have read, understood and agreed to comply with these Terms of Use (the Agreement). If you do not accept any of these terms, please do not use the Application.

For any request relating to your use of the Application, you may contact us at the following address: Garnier, 255 Hammersmith Road, London W6 8AZ or by email at: [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com)

**LEGAL NOTICE**

**Contact:** E-mail: [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com) - Telephone Number: +44 800 085 4376

**Publisher:** **L'Oréal (UK) limited** ("L'Oréal") Registered Office: 255 Hammersmith Road, London W6 8AZ UNITED KINGDOM, Tel : +44 (0) 208 762 4000 (hereinafter the "Publisher Company" or "Garnier" or "We" or "Us" or "Our").

**GENERAL**

We may from time to time change the terms that govern your use of our Application and in our sole discretion. Your use of our Application following any such change constitutes your agreement to follow and be bound by the terms as changed. We may change, move or delete portions of, or may add to, our Application from time to time. From time to time additional terms and conditions may apply to the purchase of particular products and other uses of this Application, and you agree to such Terms of Use.

We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Application. If you do not agree to the amended Terms you must stop using the Services and delete/disable the Application from your device (and delete your account should this become applicable).

**1. ACCESS TO THE APPLICATION**

**a. Who can use it?**

The Application is intended for use by people who are 16 years of age or older. As correct on 12/12/18 Color Match does not require account sign up, however should account creation become required, no persons under the age of 16 are permitted to create an account and use the Application.

**b. How to download and access it?**

The Application shall be delivered solely via electronic download from APP STORE and GOOGLE PLAY (hereinafter the "**Platform**"). You may download from the Platform (i) a copy of the Application and (ii) install it on the device as per the instructions provided during the installation and/or posted on the Platform.

. The territory for which the Application user license is granted is within the United Kingdom and Republic of Ireland.

**c. On what device?**

The installation and use of the Application 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 Application.

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 Application updates.

**d. At what price?**

We hereby grant you a free license to use the Application.

You shall bear any further expenses for accessing and using the Internet and/or purchasing a product via the Application. In no event shall we be liable for any network and/or roaming charges relating to updates to the Application.

Although we endeavor to keep the Application accessible at all times, We cannot guarantee said access to you under all circumstances (maintenance, update, force majeure event or other reason beyond our control).

**2. USE**

**a. License**

As of the effective date of these Terms of Use, subject to compliance with the terms hereof, We hereby grant you a personal, free of charge, non-assignable, non-exclusive, revocable and non-transferable right to use the Application, the Application Content and the "Result" (the User's Content as modified and/or processed by the Application or within the framework thereof) for the sole purpose of virtually testing our cosmetic hair colour products on the Application Content and/or User Content and for User's own personal, non-commercial and private requirements (the "**Purpose**").

The territory for which the Application user license is hereby granted is within the United Kingdom and Republic of Ireland.

**b. Applicable requirements**

The Application may make certain Application Content available to you (including models and content related to our cosmetic products and/or brands). You recognize and accept that using the Application, the Application Content and/or the Result is subject to intellectual property rights and/or image rights and/or other rights of ownership and is only made available within the framework of the License and in conformity with the Purpose (as defined within these Terms of Use). In consequence, any reproduction and/or performance, in whole or in part, of the Application, Application Content, or any item included therein, by any process and on any media whatsoever, for, purposes other than those that are specifically described in these Terms of Use is expressly prohibited.

You, the User, shall in this case be solely responsible for any such unauthorized use of the Application, the Application Content and/or the Result.

The Application user shall procure compliance with these Terms of Use by anyone acting in your name or on your behalf.

In connection with your use of the Application, you hereby agree not to:

- (a) Duplicate, copy or use the Application for any purposes other than as expressly authorized under these Terms of Use;
- (b) Attempt (or encourage or support others' attempts) to reverse engineer, disassemble or decompile the Application, except for purposes of interoperability, as defined by law;
- (c) Adapt, correct, update or alter the Application in any way;
- (d) Create any derivative work based on all or any part of the Application;
- (e) Disclose or publish the results of performance tests on the Application without Our prior written consent;
- (f) Lease or sublicense the Application to any third party;
- (g) Mask, remove or alter any notice or reference to our proprietary rights;
- (h) Correct any error, anomaly, bug or other malfunction or failure affecting the Application;
- (i) Scrape, data mine, use bots or use anything else to gather or extract data;

- (j) Install the Application from a country outside of the United Kingdom;
- (k) Use the Application and/or publish any contents via the Application depicting any third parties and/or works protected under intellectual property rights, without the prior express consent of the right holder(s).

Any representation, reproduction, modification, alteration, of all or part of the App, by any means and in any medium whatsoever, without express prior permission, is prohibited and subject to the criminal and civil liability of its author.

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.

### **3. INTELLECTUAL PROPERTY**

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

The Application, and the Application Content including (but not limited to) text, content, software, sound, graphics, photographs, illustrations, artwork, names, logos, trademarks, service marks and other material is protected by copyright, trademark and/or other proprietary rights. The Application Content includes both content owned or controlled by Garnier and content owned or controlled by third parties and licensed to Garnier. All such rights are reserved. You agree to abide by all applicable copyright laws and by all additional copyright notices or restrictions contained in the Application. You may not use any trademarks or trade names contained in the Application without prior express written consent and you acknowledge that you have no ownership rights in and to any of those names and marks. You must not use any part of the Application Content on our App for commercial purposes without obtaining a licence to do so from us or from our licensors.

Within the Application, We authorize the ability to download or share via social media (hereinafter the "**Downloadable Content**"). We grant you, for your personal use and free of charge, a non-exclusive and non-transferable right to use the Downloadable Content. Any reproduction, representation, modification or distribution of the Application shall be prohibited. By downloading or using such Downloadable Content, you agree to use them in accordance with these Terms of Use.

In the event that We enable you to edit a picture, you hereby acknowledge and agree that the Application shall be used in compliance only with its intended purpose. You shall not be authorized to use of this Application in a way that may be detrimental to the honor, reputé or rights of any third parties as described below.

#### **b. Third-party rights**

We hereby remind you that you shall secure all the necessary authorizations and rights from any relevant rightsholders in connection with any content you may wish to post via the Application, 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 Content**

On the Application it is possible for you to create content. The interactive features allow you to create and save image/photo.

The Publisher cannot view or access any of the images the user creates – this content is only stored on the user's device.

#### **Content sharing**

The Application permits the user to share their content - including but not limited to photos, videos, text, opinions, etc. (hereinafter "**User Content**") - by posting User Content via the Application, you hereby grant us the ability to access this content and a royalty-free, irrevocable, non-exclusive, worldwide and for the legal protection period of intellectual property rights license to reproduce,

display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works, distribute such User Content (in whole or in part).

Said use shall be authorized 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...; B-to-B 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 are hereby informed that said social networks are platforms owned by third-parties and, accordingly, the circulation and use of User Content via said social networks shall be governed by the terms of use defined by said third parties. Therefore We shall not be held responsible for any use of the content by Us 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 Content. You shall be responsible for handling any third-party claims relating to the use of the Content in accordance with the terms of use defined by the social networks.

In addition, We hereby remind you that any Content may be referenced on a search engine and therefore to be accessed by an audience outside the Application.

This authorization gives Us the possibility to adapt your Content as initially fixed and/or make any such clarification to the User Content as We may consider useful, provided that the User Content shall not alter your image or words.

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.

Any such User Content as you may publish via this Application shall be chosen by you and under your sole liability. However, We would like to remind you that User Content shall not conflict with applicable legislation or accepted standards of morality, or the principles stated herein. In this regard, We reserve the right to remove at any time any such User Content as may not comply with these Terms of Use, including the Code of Conduct.

In addition, if you access User Content created by another user, you shall be required to comply with said user's rights and you shall, in particular, not reproduce or disseminate said Content published via other media without the relevant user's prior consent.

#### User Reviews

The Application does not currently allow users to add reviews on the colour shades. In future, the Application may enable users to leave reviews. In the event this feature becomes available, Garnier grants you a licence to use this service for your personal use in accordance with these terms. This free, non-exclusive and non-transferable licence allows you to use the review service to review the products listed on the Application and not for any other purposes. Garnier shall not be held responsible for any content created by you on the Application. You are not allowed to copy or reproduce the user review service or any other element of the Application or take any action with a view to distributing or reproducing the Application or review service or any content.

By posting a review on this Application you represent and warrant that:

- you are the author of the comment, that you are not stealing the identity of another person, and you are not using a false email address or otherwise being misleading as to the origin of your comment;

- your comment is your original work and does not infringe the intellectual property rights of third parties;
- you hereby waive all moral rights and any intellectual property rights that would have otherwise vested in you pursuant to the Copyright, Design and Patents and Act 1988;
- all content that you post is truthful and accurate;
- you are at least 16 years old;
- your comment complies with these Terms of Use.

You further agree and warrant that you shall not submit any content:

- that identifies you to other consumers (so please do not use your full name within your review and instead just your first name or a username);
- that is known by you to be false, inaccurate or misleading;
- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- that contains any information about Garnier's competitors or their products (namely other manufacturers and/or distributors and/or retailers of haircare products);
- that contains any pricing information;
- that refers to a third party individual without their prior express consent;
- that violates any law, statute, or regulation (including, but not limited to, those governing intellectual property, consumer protection, unfair competition, anti-discrimination or advertising);
- that is, or may reasonably be considered to be illegal, defamatory, libellous, abusive, hateful, harassing, racially or religiously inappropriate, offensive, inciting of violence, fraudulent, invasive of privacy, threatening, or otherwise injurious to third parties or objectionable;
- that consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings or other forms of "spam";
- that is unrelated to the purpose of reviewing the products listed on the Application;
- which contains any swearing, sexual innuendo or sexual language or which promotes or incites the perpetration of any unlawful activity such as drug-taking;
- for which you will derive any compensated or monetary benefit by any third party or which could be construed as an advertisement or solicitation to buy (which shall include any content that directs business away from Garnier);
- that includes any information that references other websites, URL addresses, email addresses, contact information or phone numbers;
- that contains any actual computer viruses or other potentially disruptive or damaging computer programs or files, or , or instructions on how to create the same.

Garnier reserves the right to change, edit or delete any comment submitted by you to its website that Garnier deems, in its sole discretion, to violate these Terms of Use. Garnier reserves the right not to publish or to remove any comment submitted by any user for any reason. In addition, it reserves the right not to publish or to remove:

- duplicate content;
- blank reviews;
- reviews in a language that is not English;
- any unintelligible content (such as content that contains random characters and meaningless word strings).

Garnier has the right to limit or suspend access to any user that is in breach of these Terms of Use.

Garnier cannot guarantee that you will be able to edit or delete any content you have submitted. Garnier reserves the right to remove any submission if it does not comply with these Terms of Use.

If you have any concerns or complaints about any Garnier products and their application to you, please contact our Consumer Advisory Department on [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com). Garnier reserves the right to refer your review to its Consumer Advisory Department rather than publishing it if it believes that your comment would be better handled in this way.

The user review service may be unavailable from time to time for maintenance or other technical reasons and Garnier cannot take any responsibility for any errors, omissions, interruptions, deletions or delays that may be experienced by users when accessing the review service.

For any comments that you post, you grant Garnier a perpetual, irrevocable, worldwide, royalty-free, fully sub-licensable and transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and distribute such content and/or incorporate such content into any form, medium or technology, including Garnier's social media pages, together with your username or first name and location.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to Garnier including the execution of deeds and documents, at its request.

You agree to indemnify, keep indemnified and hold Garnier (which shall include its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all losses, claims, demands, and damages (actual and consequential) of every kind and nature, direct or indirect including reasonable legal fees, which are incurred by Garnier for any breach of your representations and warranties set forth above.

Garnier reserves the right to suspend the user review at any time without notice.

#### **4. CODE OF CONDUCT**

You shall be solely responsible for the Results you create with this Application. These are entirely your choice and you have exclusive liability for any third party claims relating to the use of the Results.

We support the values of tolerance and respect of others. For this reason, by using this Application, 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 Application 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 Application;
- Divert the Application from its intended purpose;
- 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;
- Intimidate or harass others;
- Conduct illegal activities, including 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 such User Content as may condone crimes against humanity, incite racial hatred and/or violence, or relate to child pornography, you shall immediately notify Us at the following email address [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com), or by sending a detailed letter to the following address: Consumer Advice 255 Hammersmith Road, London W6 8AZ, specifying in your email/letter the date on which you discovered said content, your identity, the URL, description of the disputed content and the user ID of the author thereof.

If you consider that any User Content is in breach of the principles listed above, of your rights or any third party's rights (e.g., any infringement, insult, breach of privacy), you may send a notice to the following email address: [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com), or by sending a detailed letter to the following address: Consumer Advice 255 Hammersmith Road, London W6 8AZ, specifying in your email/letter the date on which

you discovered said content, your identity, the URL, description of the reported content and the user ID of the author thereof.

Said notice should contain:

- the date of the notice;
- if the sender is an individual: last name, first and middle names, occupation, address, nationality, date and place of birth;
- the addressee's name and address or, if a legal entity, its corporate name and registered offices;
- a description and specific location of the reported facts (*e.g.*, URL link to the reported content);
- the reasons why such content should be removed, including an indication of the legal provisions and qualification (*justifications*) applicable to the facts;
- a copy of any correspondence sent to the author or publisher of the reported information or activities requesting their interruption, removal or alteration, or justification that the author or publisher could not be reached.

Any incomplete notice may not be considered.

You hereby represent and warrant to us that (i) you own or have all the necessary rights and/or authorizations to use and/or upload the User Content and/or Result (ii) all information and/or User Content and/or Result you post or submit for posting is accurate and not misleading.

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Application. When a breach of this policy has occurred, we may take such action as we deem appropriate, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Application.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Application.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **5. INFORMATION CONTAINED ON THE APPLICATION**

### **a. General provisions**

We try to provide you with accurate and up to date information, however, inaccuracies and omissions may appear in the information available on this Application. Please inform us about any error or omission at the following e-mail [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com).

### **b. Information on the products and services**

Unless provided otherwise, the products and services which are presented to you do not constitute an offer of sale but a general presentation of the range of the products and services that we distribute in the country in which this Application is available.

The products presented to you on this Application are available to purchase via a number of UK retailer(s). By clicking on the 'buy' button you will be shown a selection of retailers to choose from via 'hyperlinks' – see hyperlinks section – once you have tapped to shop at one of the retailers you will be taken away from the app and directed to the retailer site on your mobile browser.

Occasionally products may become discontinued and there might be a delay in removing this product from the Application.

Before use of any of products it is important you carry out an allergy alert test. The user take full responsibility for performing a 48-hour allergy alert test before using our hair dyes.

For information on how to colour your hair safely and complete the allergy alert test, see:  
<https://www.garnier.co.uk/colour-safe>

For any further information or in the event of doubt, We recommend that you speak to one of our consultants available on live chat through via our website.

#### **c. Advice and diagnostic tools**

The Application gives an indicative illustration of what result applying a particular hair colourant shade will have on the base colour selected and does not constitute a guarantee that the result will be exactly the same when you apply the product. We will not be held liable for any inaccuracies with the results of the Application. The information provided by the Application can in no event replace qualified professional clinical consultation, nor substitute for medical treatment or professional hair services

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

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

### **6. PERSONAL DATA**

We do currently not collect any personally identifiable such as Name, Address, Telephone number, Email, Age, Date of Birth, via the Application. We may collect your IP address and type of browser for our systems administration and/or statistics purposes, without identifying any other personal information. We do also store cookie data – see **Cookies** section below.

In order to try on the hair colour shades and take photos with the Application, you must allow access to your device's camera. The Application will not access any of your photos or other information on your device.

In future, we may request to collect your personal data, including but not limited to your full name, email address, telephone number, postal address, date of birth, age or social media account when you: (i) register to use the Application; (ii) when you sign in; (iii) when you upload or post User Content on the Application; or (iv) when you contact us through the Application either directly or as redirected through the Garnier.co.uk website; (v) to download Downloadable content; (vi) to enter a game/competition, (vii) claim a prize/benefit, or (viii) respond to a poll or study.

If in future a password /passcode is required to access to the Application and/or certain sections, only you are authorised to access your account with Garnier. You must not share your password with anyone or let anyone else access your account as this jeopardises the security of all of the Content and personal data that you have submitted to [Garnier] . You are responsible for keeping your password secret and secure. If you don't, [Garnier] is not liable for any unauthorised access to your account. If you suspect that someone has gained access to your account, you must let us know immediately by emailing us at [UKconsumeradvice@loreal.com](mailto:UKconsumeradvice@loreal.com) and telling us of your suspicions or concerns. You must also immediately change your password. [Garnier reserves the right to terminate your account if you violate our rules on keeping your password secure.

We may use your personal data in the following ways:

- To manage your registration so that you can login and use the Application;
- To contact you about your use of the Application, including any User Content you post. We will not contact you with any marketing unless you have separately agreed to this;
- To respond to any contact or request from you - if you send us a message, your data is kept and used to send a response to, and manage, your request;
- For analytics and insights



- For a better user experience, for example, to show you notifications/offers tailored to your interests on our Application and third parties sites.

The Application may also collect anonymous statistics and crash reports which we use to improve the Application and our services. None of this information can be used to identify you.

Any personal data collected will be used in accordance with our [Privacy Policy](#).

Your data will be stored securely by us, or by authorized third parties who work on our behalf. We will not use your personal data in any way which is not explained in these Terms of Use unless you agree or we are permitted to do so by law.

You have a right to access, correction, addition and deletion of your personal data. Please see our [Privacy Policy](#) for further details, or contact us at [MypersonaldataUKI@loreal.com](mailto:MypersonaldataUKI@loreal.com).

## **7. COOKIES**

Cookies are small files that are left on your device while you browse the Application (such as the pages looked up, the date and time of such access, etc.) and which may be read whenever your access the same Application (hereinafter “**Cookies**”).


We use Cookies to give you the best user experience, for analytics, and to show you notifications/offers tailored to your interests on our Application and third parties sites. By continuing to use our Application, you consent to our use of Cookies. [View our privacy and cookie policy](#)

We mainly use Cookies for statistical purposes to understand traffic on the Application.

As of 25<sup>th</sup> November 2018, the following Cookies are used on this Application<sup>1</sup>:

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<sup>1</sup> The names of Cookies used are updated at least once a year, as of January 1 of each year.

Status	Name of Cookie	Purpose	Nature	Description
	Batch	Mobile notifications, technical solutions and analytics	Performance <i>(Optional)</i>	gain usage statistics. Batch cookies are used to improve your experience of the application and measure and improve its performance. They help us to communicate updates/news and provide data that helps to optimise Application features. This information is aggregated and therefore anonymous. If you do not allow these cookies we will be able to inform you of updates/news, monitor engagement and its performance.
 (enabled)	Google Analytics	Traffic on, and use of, the Application	Performance <i>(Optional)</i>	These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our Application. They help us to know which pages are the most and least popular and see how visitors move around the Application. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies we will not know when you have visited our site, and will not be able to monitor its performance.

The settings on Internet browsers are usually set to accept Cookies, but you can easily change this by modifying your browser's settings. However, if you choose to disable Cookies, certain parts of the Application may not be accessible.

For any further information about Cookie settings on the Application, please look up the following websites: <http://www.cnil.fr/vos-libertes/vos-traces/les-cookies/> (in French) or <http://www.aboutcookies.org/> (in English).

For Internet Explorer <sup>TM</sup>: <http://windows.microsoft.com/en-US/windows-vista/Block-or-allow-cookies>

For Safari <sup>TM</sup>: [http://support.apple.com/kb/ht1677?viewlocale=en\\_US](http://support.apple.com/kb/ht1677?viewlocale=en_US),

For Chrome <sup>TM</sup>: <https://support.google.com/chrome/answer/95647?hl=en>,

For Firefox <sup>TM</sup>: <https://support.mozilla.org/en/kb/activate-activate-cookies>,

For Opera <sup>TM</sup>: <http://help.opera.com/Windows/10.20/en/cookies.html>.

## 8. LANGUAGE

These Terms of Use have been drafted in 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 from them.

## 9. AMENDMENT TO THE APPLICATION AND THE TERMS OF USE

We may amend the contents and information included on the Application as well these Terms of Use, particularly for purposes of compliance with any new applicable legislation and/or regulations and/or to improve the Application.

Any amendment shall be notified to you via the Application before becoming effective under these Terms of Use. Unless the amendment requires your express approval, your continued use of the Application shall be deemed as your acceptance of the new Terms of Use.

## **10. LIMITATION ON LIABILITY AND INDEMNITY**

You acknowledge and agree that you have been informed that the Application, the Application Content and/or the Result is provided "as is" and more particularly you recognize that:

- The Use of the Application is at your sole risk;
- We and/or our licensors provide no warranties whatsoever, including, but not limited to, those with respect to hidden defects, conformity, fitness for a particular use or purpose, and non-infringement and do not warrant that the Application, the Application Content and/or Result (i) conforms to the requirements or preferences of the User or its computer environment or its internet/telecommunication connection; (ii) is efficient, available, accurate, uninterrupted, secure, error free or without risk of error or; (iii) is free of infection by viruses, worms, Trojan horses or anything else manifesting contaminating or destructive properties, containing no material which some individuals may deem objectionable, suitable for any purpose; (iv) the Result or any subsequent results on the User whether in a professional hair salon or elsewhere will be satisfactory to you and/or meet your requirements upon the actual purchase of any products or services you deem appropriate to achieve the Result and/or will be realistic. All the Results of the Application are only given for information and simulation purposes. In no case could we be held liable for any inaccuracies with the results of the Application or quality of the hair services provided by hairdressers in partner salons or elsewhere;
- You agree to hold harmless and indemnify Garnier, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim arising from or in any way related to (a) your breach of these Terms of Use, (b) your use of the User Content, Application or the Results or (c) your violation of applicable laws, rules or regulations in connection with the User Content, Application or the Results. In such a case, we will provide you with written notice of such claim, suit or action.
- You agree that Garnier will not be liable for any direct or indirect damages resulting from the access or use of the App, the Results or the use of the products recommended under the latter. This limitation of liability applies to L'OREAL, its subsidiaries, directors, agents, contractors, officials and employees.

## **11. TERM AND TERMINATION**

The Terms of Use shall take effect on the date on which you first install, access, use, or accept the Terms for the Application 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.

## **12. WAIVER AND SEVERANCE**

If Garnier fails to insist that you perform any of your obligations under these Terms of Use, or if Garnier does not enforce its rights against you, or it delays in doing so, that will not mean that Garnier has waived its rights against you and will not mean that you do not have to comply with these obligations. If Garnier does waive a default by you, it will only do so in writing, and that does not mean that Garnier will automatically waive any subsequent default by you.

Each of the conditions of these TOS operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

## **13. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

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

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 England.

#### **14. CREDITS**

The Application was developed for the Publisher by Publicis Conseil, with its registered office located at 33 Avenue des Champs Elysées 75008 Paris France, registered in the Commercial and Corporations Register of Paris under the number 30476533200040.

#### **15. DISCLAIMER**

We shall use our best efforts to maintain access to the Application and Downloadable Content at all times. However, We cannot guarantee the permanent availability and accessibility of the Application. Indeed, we may be required to momentarily suspend access to all or part of the Application, 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:

- Poor transmission and/or reception of any data and/or information via the Internet;
- Any external intrusions or computer viruses;
- Any defaulting reception equipment or communication networks; and
- Any such Internet malfunctions as may hinder the proper operation of the Application.

Lastly, our liability shall be limited to direct damage, excluding any other damage or loss whatsoever. More specifically, any indirect damage relating, without limitation, to any loss of profit, revenue or goodwill.