

**TERMS OF USE OF THE APPLICATION**  
MY SKIN TRACK UV  
**Effective as of 11<sup>th</sup> of June 2019**

Welcome on this application dedicated to MY SKIN TRACK UV application (hereinafter the "**Application**").

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

For any request relating to your use of the Application, you may contact Us at the following address:  
[service.lrp@loreal.com](mailto:service.lrp@loreal.com).

Contact: E-mail: [service.lrp@loreal.com](mailto:service.lrp@loreal.com) - Telephone Number: 80 20 06 07

Publisher: L'Oréal Danmark A/S, registration number 7071 0218 with registered address at Havneholmen 25, 1561 København V, Denmark, acting in the name and on behalf of its brand La Roche-Posay (hereinafter the "**Publisher**" or "**We**" or "**Us**").

## **1. ACCESS TO THE APPLICATION**

### **a. Who can use it?**

To access and use this Application you need to be at least 16 years old.

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

The Application shall be delivered solely via electronic download from Apple App Store (iOS) / Google Play Store (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.

You may freely download and use the Application, without being required to sign in or create an account.

Access to the Application 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 Application 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 rules set forth under these Terms of Use, We reserve the right to suspend your access.

### **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 / 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.

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**

The Application 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 Application, during the period of use of the Application, exclusively strictly personal and private purposes. The territory for which the Application user license is hereby granted shall be worldwide.

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

### **b. Applicable requirements**

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) Download the Application if you are in a country We have expressly excluded;
- (j) 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). You may publish advertising or promotional contents for any products and/or services competing with the L'Oréal group trademarks after obtaining the prior express consent of the relevant right holders. Without prejudice to the foregoing provisions, you shall bear sole liability for all such contents as you may publish via the Application.

## **3. INTELLECTUAL PROPERTY**

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

Developing this Application involved significant investments. The Application 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 Application (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 this Application 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 Application shall be prohibited. By downloading or using such Downloadable Content, you agree to use them in accordance with these Terms of Use.

### **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 Contents

We may make available via this Application a space dedicated to user contents, such as text, photos, videos, opinions, etc. (hereinafter "**User Content**").

By posting User Content via the Application, you hereby grant Us a royalty-free, irrevocable, non-exclusive, worldwide and for the legal protection period of intellectual property rights as defined by applicable laws and international treaties (including any subsequent suppletive or amending regulations) 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, tradeshows, 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.

## 4. CODE OF CONDUCT

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, including by using it as a dating service;
- 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 for the youngest;
- 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 [service.lrp@loreal.com](mailto:service.lrp@loreal.com), or by sending a detailed letter to the following address:

L'Oréal Danmark A/S  
 La Roche-Posay Consumer Care Center  
 Havneholmen 25  
 1561 København V  
 Danmark,

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: [service.lrp@loreal.com](mailto:service.lrp@loreal.com), or by sending a detailed letter to the following address:

L'Oréal Danmark A/S  
 La Roche-Posay Consumer Care Center  
 Havneholmen 25  
 1561 København V  
 Danmark

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.

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

### **a. General provisions**

Furthermore, We hereby remind you that inaccuracies and omissions may appear in the information available on this Application, particularly due to third parties. We hereby undertake to remove inaccuracies or to complete such information on the Application as soon as possible.

### **b. Advice and beauty profile**

The advice provided on this Application 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 guaranty 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.

### **c. 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 liability.

## **6. PERSONAL DATA**

Data Protection is of high importance to us. This Application is designed according to the “privacy by design” approach. This includes that the use of personal data is limited to the extent that is necessary for the Application to function and at the same time provide a great user experience.

When using the Application you will be asked to provide personal information about you in order to create a better and personalized user experience (i.e. skin tone, skin concern, first name, activities (optional), picture (optional)). The Application is designed in a way that all personal data provided by you is stored locally on your device only and will not be transferred to anyone, neither be shared with La Roche-Posay nor with any other third party.

The Application shows various environmental data (UV exposure, pollution, pollen, temperature, weather including humidity). Parts of this data is provided by service partners via your device. You do need to turn on the geo-location functionality in order to receive the respective information. However, we would like to inform you that this process will be performed anonymously in a way that it is impossible for any service partner or La Roche-Posay to identify or locate a user.

## **7. 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.

## **8. CREDITS**

The Application was developed for the Publisher by Vinsol US Inc., a corporation with capital of USD 100, having its registered offices at 680 8th Street, Suite 255, San Francisco CA 94103, USA, registered with the Delaware Registry of Trade and Companies under number 6436799, email address: info@vinsol.com, telephone number: +1(415) 680 3362.

## **9. 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.

## **10. GOVERNING LAW AND DISPUTES**

These Terms of Use shall be governed by the laws of Denmark.

For any issue, please contact our Customer Service:

E-mail: [service.lrp@loreal.com](mailto:service.lrp@loreal.com)

Postal address:

L'Oréal Danmark A/S  
La Roche-Posay Consumer Care Center  
Havneholmen 25  
1561 København V  
Danmark

Telephone number : 80 20 06 07\*

\*Opening hours: Mon - Fri from 9 till 19 p.m. Calls rate may vary, please check with your provider

Pursuant to applicable rules governing mediation, any consumer dispute shall be primarily submitted in writing to Customer Service at the following address:

E-mail: [service.lrp@loreal.com](mailto:service.lrp@loreal.com)

Postal address:

L'Oréal Danmark A/S  
La Roche-Posay Consumer Care Center  
Havneholmen 25  
1561 København V  
Danmark

After said referral to Customer Service, any consumer dispute may be submitted to the Online Dispute Resolution Platform, pursuant to section 14 of EU Regulation no. 524/2013, which is accessible via the following link: <https://webgate.ec.europa.eu/odr/>.

If the dispute cannot be resolved through said mediation process, it shall be referred to the Danish courts of competent jurisdiction.

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