

SkinCeuticals Professional Website
www.skinceuticalspro.com
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We have developed a Privacy Policy in order to inform you of its practices with respect to the collection, use, disclosure and protection of your information. You can find the Privacy Policy, which is incorporated into this Agreement, by clicking here [Privacy Policy](#), and by using this Site you agree to the terms of the Privacy Policy.

General Terms and Conditions

Unless otherwise noted, the products and services on the Site are intended for professionals who have an account with SkinCeuticals 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 SkinCeuticals, 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) have a valid SkinCeuticals Professional account and are an authorized provider of SkinCeuticals products and services, (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 (defined below). 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, practice name and address, Account Executive's 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 all 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 access 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 Content

We welcome user comments, information and submissions. In addition, you and other users of the Site from time to time may have an opportunity to post on the Site certain ideas, concepts, information, data, text, music, sound, photographs, graphics, video, messages, comments on our products, advertising and other promotional materials or events, facts, advice, "tips", opinions and other material (collectively, "User Content"). Subject to our [Privacy Policy](#), all User Content that you post on this Site will be treated as non-confidential and non-proprietary to you and may be viewed by you and/or other users of this Site. You also agree that we, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any User Content you send to us for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

We cannot guarantee that other users will not copy, modify, distribute or otherwise use the User Content that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Site. We and our affiliates are not responsible for any user's misuse or misappropriation of any User Content you post on the Site.

Review of Submissions

We have no obligation to verify the identity of any users when they are connected to the Site or to supervise the User Content that has been provided by users. You acknowledge that we may or may not prescreen, monitor, review, edit or delete the User Content posted by you and other users on the Site. We and our designees retain the right to modify, move, refuse, block or remove any User Content, in whole or in part, for any reason or no reason, with or without notice. We and our designees also reserve the right to access, read, preserve, and disclose any information as we reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms and Conditions, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, users of the Site and the public. In any case, we are not responsible or liable for damages of any kind arising from any failure, non-failure, or delay in removing such User Content even when we are advised of the possibility of such damages.

User Conduct

By posting User Content in 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 originated. 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.

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 the 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 non-proprietary and non-confidential 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.

Product Availability

The availability of the products and services described on the Site, and the descriptions of such products and services, may vary based on location and timing.

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.

Claims Regarding Copyright Infringement

Notice. If you are a copyright owner or an agent thereof and believe that any User Content or other content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and, if available, your email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement, under penalty of perjury, that the information in the above notification is accurate and that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement is: DMCA Agent c/o L'Oreal USA Legal Department, 575 Fifth Avenue, New York, NY 10017; DMCAAgent@us.loreal.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to our customer service. You acknowledge that if you fail to comply with all of the requirements set forth above, your DMCA notice may not be valid.

After receiving a claim of infringement, we will process and investigate the claim and will take appropriate actions under the DMCA and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We will take reasonable steps promptly to notify the user that we have removed or disabled access to such material.

Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information in writing to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content removed or disabled; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal district court in New York, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a proper counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that we will replace the removed content or cease disabling access to it in 10 business days. Unless our designated agent first receives notice from the original complaining party that such party has filed an action seeking a court order against the content provider, member or user, the removed content may be

replaced, or access to it restored, in 10 to 14 business days or more after the Copyright Agent's receipt of the counter-notice, at our sole discretion.

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. If you believe that a user is a repeat infringer, please follow the instructions above to contact our Copyright Agent and provide information sufficient for us to verify that the user is a repeat infringer

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.

Events

You may be invited or asked to attend events we sponsor or events held by other members and users of the Site which are not in any way associated with us (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold us, our subsidiaries, agents, distributors and affiliates, and our officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events.

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software, related technology, or any product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government; (v) modify, translate, adapt, or create derivative works from the software or any portion of the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of the things prohibited in this paragraph.

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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

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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, or no 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.

Governing Law; General Information

We control and operate the Site from our offices in the State of New York, United States of America. While we invite visitors from all parts of the world to visit the Site, visitors acknowledge that the Site, and all activities available on and through the Site, are governed by the laws of the United States of America and the laws of the State of New York. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that the laws of the State of New York, excluding its conflict of laws rules, and these Terms and Conditions, our [Privacy Policy](#) and any other policies posted from time to time on the Site applicable to your use of the Site shall govern your use of the Site. Please note that your use of the Site may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with us (or any of our affiliates) or relating in any way to your use of the Site resides in the courts of the County of New York, State of New York, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of New York, State of New York, in connection with any such dispute and including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. **YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM THAT YOU MAY HAVE WITH RESPECT TO YOUR USE OF THE SITE OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE ACT OR OMISSION GIVING RISE TO THE CLAIM OR CAUSE OF ACTION AROSE.**

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.

Arbitration.

By using this Site, you agree that L'Oreal USA at its sole discretion, may require that: (1) any and all disputes and causes of action related to or connected with these Terms, the Site, and the related offerings shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration

Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with purchasing a product), and participant further waives all rights to have damages multiplied or increased.

Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. Further, the arbitrator(s) shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

Notices.

Unless otherwise specified in these Terms and Conditions, all notices under these Terms and Conditions will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Please feel free to contact us via one of the methods described on our [Contact Us](#) page, or send a letter to [SkinCeuticals Attn: US Professional Website, 575 Fifth Avenue, New York, NY 10017]. You agree that we may send notices to you regarding your use of the Site by means of electronic mail, a general notice posted on the Site or by written communication delivered either by overnight courier or U.S. mail to your email or mailing address as appearing in our records from time to time.

These Terms and Conditions were last updated in April 2014