

L'OREAL HONG KONG LIMITED

WEBSITE TERMS AND CONDITIONS

IMPORTANT

Thank you for accessing this www.skinceuticals.com.hk (the "Website"). Please read these terms and conditions (the "Terms") before using the Website which is operated by L'Oréal Hong Kong Limited of 34/F & Suites 4501-11, Tower One, Times Square, Causeway Bay, Hong Kong ("L'Oréal "). By using the Website, you signify your acceptance of the Terms in consideration of which L'Oréal provides you with access. From time to time L'Oréal may modify the Terms. Accordingly, please continue to review the Terms whenever accessing or using the Website. Your use of the website following any such change constitutes your agreement to follow and be bound by the terms as changed. If at any time you do not wish to accept the Terms, you may not use the Website.

NO RELIANCE

While L'Oréal has endeavoured to ensure the accuracy of the information accessed via the Website, L'Oréal does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Website.

LINKS

There may be links that will let you leave this Website or that will let you access this Website from third party sites. Linked third party sites are not under the control of L'Oréal and L'Oréal is not responsible for the contents of any such linked site or any link contained in such a linked site.

Existence of links to other third party sites is not an endorsement by L'Oréal in favour of such site or the products or services contained in any linked site. To the extent that this Website contains links to or may be accessed from outside services and resources, the availability and content of which L'Oréal does not control, any concerns regarding any such service or resource or any link thereto should be directed to the particular outside service or resource.

INTELLECTUAL PROPERTY

The Website, including text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trademarks, service marks and other material ("Content") is protected by copyrights, trade marks and/or other proprietary rights. The Content includes both content owned or controlled by L'Oréal and content owned or controlled by third parties and licensed to L'Oréal. All individual articles, reports, and other elements making up the Website may be copyright works. You agree to abide by all additional copyright notices or restrictions contained in the Website.

You may not use any of L'Oréal 's trademarks or trade names without L'Oréal 's prior express written consent and you acknowledge that you have no ownership rights in and to any of those names and marks.

You agree to notify L'Oréal in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party or of any claim that the Website or any of the contents of the Website infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

LICENCE AND DOWNLOAD RIGHTS

You acquire no rights or licences in or to the Website and/or the Content other than the limited right to use the Website in accordance with these Terms and to download on the terms set out in this section. Other than as set out in this section you may not copy,

reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, or in any other way exploit any part of the Website.

Download is permitted by L'Oréal provided only that:

(i) you make no more than one printed copy of such download and no further copies of such printed copy are made;

(ii) you make only personal, non-commercial use of such download and/or printed copy; and

(iii) you retain on such download and/or printed copy all copyright notices and shall remain bound by the terms of such wording and notices. Additionally, you may not offer for sale or sell or distribute over any other medium (including distribution by over-the-air television or radio broadcast or distribution on a computer network) the Content or any part thereof. You may not make any part of the Website available as part of another website, whether by hyperlink framing on the internet or otherwise. The Website and the information contained therein may not be used to construct a database of any kind, nor may the Website be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

NO WARRANTY

The Website and the Content are provided "as is" excluding any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights. L'Oréal further accepts no responsibility or liability for functions contained on the Website and makes no warranties that the Website will operate uninterrupted or error-free or that defects will be corrected. Please note that some jurisdictions do not allow the exclusion of implied warranties, so some or all of the above exclusions may not apply to you.

L'Oréal does not warrant that the Website is compatible with your computer equipment or that the Website or its server is free of errors or viruses, worms or "Trojan horses" and L'Oréal is not liable for any damage you may suffer as a result of such destructive features.

L'Oréal shall not be held responsible for Content provided by third parties. L'Oréal is also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the website.

These Terms do not affect your statutory rights or your legal rights as a consumer.

LIMITATION OF LIABILITY

You acknowledge that your use of the Website, including the Content is at your own risk. If you are dissatisfied with the Website, the Terms or any or the Content your sole remedy is to discontinue use of the Website.

Save in respect of fraud and of personal injury or death to the extent it results from L'Oréal's negligence, in no event will L'Oréal be liable to you or any third party for any direct, special, indirect, consequential or incidental damages, exemplary or lost profits, or any other damages of any kind whether based on warranty, contract, tort (including negligence) or otherwise, even if L'Oréal has been advised of the possibility thereof, arising from your use of the website. Applicable law may not allow the limitation or exclusion of liability for consequential or incidental damages, so this limitation or exclusion may not apply to you.

CHANGES TO THE WEBSITE

You accept that L'Oréal has the right to change the content or technical specifications of any aspect of the Website at any time at L'Oréal's sole discretion. You further accept that such changes may result in your being unable to access the website.

INDEMNITY

You agree to indemnify, defend, and hold harmless each of L'Oréal , its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of L'Oréal , its employees, representatives or agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against L'Oréal , its employees, representatives, suppliers, or agents is based on or arises in connection with:

- (a) your use of the Website;
- (b) any breach by you of the Terms;
- (c) a claim that any use of the Website by you:
 - (i) infringes any intellectual property rights of any third party, or any right of personality or publicity, or
 - (ii) is libellous or defamatory, or otherwise results in injury or damage to any third party;
- (d) any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Website by you; or
- (e) any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such a third party accesses the Website using your computer. You agree to pay L'Oréal , its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

TRANSMISSION AND FEEDBACK OF INFORMATION

Any information you transmit through this Website is subject to L'Oréal's privacy policy and remains L'Oréal's property. You are prohibited from transmitting to or from this Website any unlawful, threatening, libellous, defamatory, obscene, inflammatory or pornographic material or other material that could give rise to any civil or criminal liability under law.

You agree that L'Oréal may use and/or disclose information about your demographics and use of the Website in a manner that does not reveal your identity.

LOCAL LAWS AND REGULATIONS

The Website is not directed at any person in any jurisdiction where for any reason the publication or availability of the Website is prohibited. Those in respect of whom such prohibitions apply must not access the Website.

L'Oréal does not represent that either the Website or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.

TERMINATION

Either you or L'Oréal may terminate these terms with or without cause at any time. If L'Oréal terminates these terms, L'Oréal will email you at the address you provide on registration, and you will be deemed to have received it within one hour of transmission. Termination will be effective at that time. You will be responsible for notifying us of any changes to your email address. You may terminate by unsubscribing here. On termination you shall destroy all Content, and copies thereof, obtained from the website.

SEVERANCE AND WAIVER

If any provision of this Agreement is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a continuing waiver of such term or any other term.

THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement by name, class, description or otherwise) any benefit or any right (under the Contracts (Rights of Third Parties) Ordinance or otherwise) to enforce any provision of this Agreement or any agreement entered into in connection with it.

ENTIRE AGREEMENT

Except as provided herein, these terms and conditions are the entire agreement between us and supersede any prior understanding or agreements (written or oral). Nothing in this clause will operate to limit or exclude either party's liability for fraud.

GOVERNING LAW AND JURISDICTION

The Terms are governed by the laws of Hong Kong and the parties submit to the exclusive jurisdiction of the courts of Hong Kong.