

**L'ORÉAL PROFESSIONAL PRODUCTS DIVISION - EDUCATION ACCESS - TERMS OF USE** Thank you for accessing [https://www.lorealaccess.com/ie/\(our Site\)](https://www.lorealaccess.com/ie/(our Site)). Please read these terms and conditions (**Terms**) before using our Site which is operated by L'Oréal (UK) Limited, a company registered in England and Wales under company number 00271555, whose registered office and main trading office is at L'Oréal, Gateway Central, 187 Wood Lane, London W12 7SA (**L'Oréal**). Our VAT number is GB438506540.

Our Site is hosted DOCEBO SPA, an Italian company, with its registered office located at Via Parko 47, 20853 Biassono (MB) Italy with a VAT number of 04793690969.

These Terms (together with any documents referred to in them) tells you the terms of use on which you make use of our Site, whether as a guest or a registered user. Use of our Site includes accessing, browsing, or registering to our Site, signing up to our e-learning sessions or using this Site to enrol in face-to-face (classroom) sessions. Please read these Terms carefully before you start to use our Site. By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

#### **OTHER APPLICABLE TERMS**

These Terms refer to the following additional policies, which also apply to the use of our Site:

- Our **Privacy Policy**

(<https://www.lorealaccess.com/api/files/legal-text/en-uk/PP>), which sets

out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

- Our **Cookie Policy**, which sets out information about the cookies on our Site.
- Our **Review Terms and Conditions Policy** which sets out the terms and conditions in accordance with which you can leave product reviews on our Site.

From time to time we may run competitions and promotions via our Site. Separate terms and conditions will be posted where applicable governing such competitions and promotions.

#### **CHANGES TO THESE TERMS**

From time to time we may modify these Terms. Please check this page regularly to take notice of any changes we make, as they are binding on you. Your use of our Site following any such change constitutes your agreement to follow and be bound by these Terms as amended. If at any time you do not wish to accept these Terms, you may not use our Site.

#### **CHANGES TO OUR SITE**

We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our Site, or any content on it, will be free from errors or omissions and you accept that such changes may result in your being unable to access our Site.

#### **ACCESSING OUR SITE**

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site. We do not warrant that our Site is compatible with your computer equipment or that our Site or its server is free of errors or viruses, worms or "Trojan horses" and we are not liable for any damage you may suffer as a result of such destructive features.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

#### **ACCEPTABLE USE POLICY - PROHIBITED USES**

You may use our Site only for lawful purposes. You must not use our Site:

- In any way that breaches any applicable local, national or international law or regulation;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- For the purpose of harming or attempting to harm minors in any way;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Code of Conduct below;
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of these Terms; and
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of our Site;
  - Any equipment or network on which our Site is stored;
  - Any software used in the provision of our Site; or
  - Any equipment or network or software owned or used by any third party.

#### **ACCEPTABLE USE POLICY - INTERACTIVE SERVICES**

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms
- Bulletin boards
- Review forums
- Q&A services.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered.

These Terms apply to any and all material which you contribute to our Site and to any interactive services associated with it.

You must comply with the spirit and the letter of the Code of Conduct. The Code of Conduct apply to each part of any contribution as well as to its whole.

#### **CODE OF CONDUCT**

We support the values of tolerance and respect of others.

For this reason, by using this Website, you agree **not to**:

- Publish or provide any data that may be considered 'sensitive':
  - personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;
  - trade-union membership;
  - genetic data, biometric data processed solely to identify a human being;
  - health-related data;
  - data concerning a person's sex life or sexual orientation;
- 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;
- Infringe applicable competition law rules, including illegally sharing competitively sensitive information with your competitors (such as, among others, information on prices of your products or services, costs or business strategy), or agreeing on practices that have as an object or effect the prevention, restriction or distortion of competition in the market (such

as, among others, fixing prices with competitors or in any way illegally altering the competitive dynamic of the market).

- Use the Website 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 Website;
- Divert the Website 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;
- 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.

WE RESERVE THE RIGHT TO LIMIT OR SUSPEND ACCESS TO ANY USER THAT IS IN BREACH OF THESE TERMS OF USE AND TO REFUSE TO POST, CHANGE, EDIT OR DELETE ANY USER CONTENT THAT WE DEEM, IN OUR SOLE DISCRETION, TO VIOLATE THESE TERMS OF USE.

In addition, We reserve the right not to publish:

- duplicate content;
- blank reviews;
- any unintelligible content (such as content that contains random characters and meaningless word strings).

We cannot guarantee that you will be able to edit or delete any content you have submitted.

#### **ACCEPTABLE USE POLICY – SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our Site. 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 site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- 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.

#### **NO WARRANTY**

Our Site is provided "as is" and excludes any warranties of any kind, either express or implied, to the fullest extent permissible pursuant to applicable law including (but not limited to) the exclusion of warranties of title, merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary or third party rights.

#### **YOUR ACCOUNT AND PASSWORD**

If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@lorealprofessionnel.co.uk](mailto:info@lorealprofessionnel.co.uk).

## **INTELLECTUAL PROPERTY**

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it (including, but not limited to text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trademarks, service marks and other material) (**Content**). The Content is protected by copyright laws and treaties around the world. All such rights are reserved.

You acquire no rights or licences in or to our Site and/or the Content other than the limited right to use our Site 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 our Site.

We allow limited download only if you satisfy the following criteria:

- i. you make **no more than one printed copy** of such download and no further copies of such printed copy are made; **and**
- ii. you make only **personal, non-commercial use of such download and/or printed copy; and**
- iii. **you do not modify the paper or digital copies** of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; **and**
- iv. **you retain** on such download and/or printed copy **all copyright notices** and shall remain bound by the terms of such wording and notices.
- v. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged; and
- vi. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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 our Site available as part of another website, whether by hyperlink framing on the internet or otherwise. Our Site and the information contained therein may not be used to construct a database of any kind, nor may our Site 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 our Site.

You may not use any of our trademarks or trade names without our 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 content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

You agree to abide by all additional copyright notices or restrictions contained in our Site.

You agree to notify us promptly in writing if you become aware of any unauthorised access to or use of our Site by any party or of any claim that our Site or any of the contents of our Site infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

## **NO RELIANCE**

While we endeavour to ensure the accuracy of the information accessed via our Site, the content of our Site is provided for general information only. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, about the accuracy, timeliness or completeness of any information or material on our Site.

Any advice provided on the Site and/or any tools that may be made available are merely simulations intended for obtaining expert cosmetics advice.

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

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

For any further information or in the event of doubt, we recommend that you consult a professional.

**USER-GENERATED CONTENT (published through comments, questions to experts and ratings features or otherwise)**

This website may include information and materials (such as text, comments, ratings, photos, opinions etc.) uploaded by other users of the site, including to bulletin boards and chat rooms. The views expressed by other users on our site are their own and do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on [coursesuk@loreal.com](mailto:coursesuk@loreal.com).

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the Code of Conduct and these Terms.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us, and other users of our site, a limited licence to use, store and copy that content and to distribute and make it available to third parties.

L'Oréal may use, display, reproduce, distribute, transmit, combine with other materials, alter and/or edit the content for legal and/or regulatory reasons in any way it sees fit (while maintaining the original sentiment), with no obligation to you whatsoever.

You accept that L'Oréal will not pay you for the use of your content and/or for any intellectual property rights connected with them.

You confirm and agree that: (i) you own all the rights in the content and/or that you have permission from any person(s) entitled with any intellectual property rights or personality rights in the content to grant the rights herein; (ii) you and all other person(s) appearing in the content are not under 18; and (iii) L'Oréal's use of your content will not break any law or violate the rights of a third party.

**LIMITATION OF LIABILITY**

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

**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:

- i. your use of our Site;
- ii. any breach by you of these Terms;
- iii. a claim that any use of our Site by you
  - a. infringes any intellectual property rights of any third party, or any right of personality or publicity, or
  - b. is libellous or defamatory, or otherwise results in injury or damage to any third party;
- i. any deletions, additions, insertions, or alterations to, or any unauthorised use of, our Site by you; or
- ii. Any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of these Terms to your use of our Site shall be deemed to include any use by a third party where such a third party accesses our Site 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.

#### **LINKS**

There may be links that will let you leave this Site or that will let you access this Site from third party sites. Linked third party sites are not under our control and we are not responsible for the contents of any such linked site or any link contained in such a linked site. We will not be liable for any loss or damage that may arise from your use of them. Any concerns regarding any such service or resource or any link thereto should be directed to the particular outside service or resource. Existence of links to other third party sites is not an endorsement in favour of such site or the products or services contained in any linked site.

#### **LINKING TO OUR SITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not be framed on any other site.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our Site other than that set out above, please contact [coursesuk@loreal.com](mailto:coursesuk@loreal.com).

#### **VIRUSES**

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

#### **ENTIRE AGREEMENT**

Except as provided herein, these Terms and any other terms of use or policies referred to in them 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**

If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these Terms, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**LOCAL LAWS AND REGULATIONS**

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

We do not represent that either our Site or the Content are appropriate for use or permitted by local laws in all jurisdictions. Those who access our Site 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. **SEVERANCE & WAIVER**

If any provision of these Terms 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 these Terms, which shall remain in full force and effect.

**CONTACT US**

To contact us, please:

**Write** to our registered office, L'Oréal, Gateway Central, 187 Wood Lane, London W12 7SA

**Call** our helpline on (00 44) (0) 800 028 3448 (UK) or (00 353) (0) 16045913 (ROI)

**Email** us at [coursesuk@loreal.com](mailto:coursesuk@loreal.com) (UK) or [dublinacademy@loreal.com](mailto:dublinacademy@loreal.com) (ROI)

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