

TERMS OF USE OF WEBSITE
Online Professional Academy
Effective as of 6th January 2025

Welcome on this Website dedicated to SkinCeuticals' Online Professional Academy (hereinafter the "**Website**").

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

For any request relating to your use of the Website, you may contact Us at the following address:

L'Oréal Danmark A/S on behalf of its brand SkinCeuticals, CVR. No. 70710218, Havneholmen 25, 1561 Copenhagen V, Denmark, skinceuticals.dk@loreal.com.

Website URL: <https://academy.skinceuticals.com/nordics>

Publisher: L'Oréal Denmark A/S ("**L'Oréal**"), having its registered offices at Havneholmen 25, 1561 Copenhagen V, Denmark, registered with the Danish Trade Registry under number CVR No. 70710218 (hereinafter "**L'Oréal**", "**Publisher**", "**We**" or "**Us**").

Hosted by: Docebo Inc., 77293 3529, 366 Adelaide Street West, Suite 701, Toronto, ON M5V 1R9, Canada, 1-800-681-4601.

1. ACCESS TO THE WEBSITE

To access and use this Website, you need to be a health care professional and work in a clinic that carries SkinCeuticals products.

Access to the Website 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 Website and/or certain sections 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.

Additional fees for accessing and using the Internet remain at your expense.

2. RATING AND REVIEWS

The Website allows you to publish ratings and reviews (including pictures) helping us find out your opinion and feedback on our products and services, in order to target what you desire and what suits you most.

The Website also allows you to participate in Forum (including pictures) by selecting an existing topic or creating a new one.

By posting on the Website through the ratings and review feature or the Forum, you represent and warrant that:

- Your post complies with these Terms of Use,
- You are the author of the post, 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 review,
- Your review is your original work and does not infringe the intellectual property rights of third parties and more generally complies with section "Intellectual Property" of these Terms of Use,
- You waive all moral droit rights and other intellectual property rights which you might be entitled to under applicable legislation,
- All content that you post is truthful and accurate,
- You are at least 16 years old.

In addition to Section (Intellectual Property) and Section (Code of Conduct) of these Terms of Use, you further agree and warrant that you shall not submit any content:

- that identifies you to other users (please do not use your full name in your username and do not include your surname in the “Name” field),
- that contains any information (including pricing) about SkinCeuticals or any other L’Oréal brand competitors or their products (namely other manufacturers and/or distributors and/or retailers of health and beauty products),
- that refers to any third-party individual without such individual’s prior consent,
- that violates any law,
- that is or can be seen as illegal, defamatory, libelous, insulting, hateful, harassing, racist, religiously inappropriate, offensive, inciting violence, fraudulent, violating privacy, threatening, or in other ways offensive to third parties,
- that contains any political propaganda, mass emails or other kinds of “spam”,
- that is unrelated to the purpose of reviewing the products listed on the Website,
- that contains swearwords, sexual wording, or which promotes or incites any kind of illegal activity,
- 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 SkinCeuticals),
- that includes any information that references other websites, URL addresses, email addresses, contact information or phone numbers,
- that contains any actual, or instructions on how to create, computer viruses or other potentially disruptive or damaging computer programs or files.

SkinCeuticals reserves 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 comment/rating/review that SkinCeuticals deems, in its sole discretion, to violate these Terms of Use. In addition, SkinCeuticals reserves the right not to publish:

- 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).

SkinCeuticals cannot guarantee that you will be able to edit or delete any content you have submitted. Before being posted, any ratings and written comments may be reviewed to ensure that they comply with these Terms of Use.

By posting through the ratings and reviews functionality via the Website you hereby grant Us a worldwide, royalty-free, completely licensable and transferable, irrevocable and for the legal protection period of intellectual property rights as defined by applicable law license to reproduce, display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works and/or distribute such rating or review (in whole or in part) in any form, media or technology and for any purpose.

You furthermore warrant that SkinCeuticals can publish your rating or review on our social media platforms (e.g., Facebook, Instagram, YouTube).

By submitting your personal information in relation to posting via the ratings and reviews feature, you accept that SkinCeuticals and SkinCeuticals’ service providers may use your personal data to contact you regarding the status of your rating or review and for other administrative purposes.

You agree to indemnify, defend and hold harmless L’Oréal, including its employees and representatives, from and against any claims, actions, demands, loss or other proceedings brought against any of L’Oréal, its employees or representative by a third party, to the extent that such claim, suit, action or other proceeding is based on or arise in connection with your use of the Website, any breach by you of these Terms of Use or any content posted by you by using the ratings and reviews feature.

3. INTELLECTUAL PROPERTY

a. Intellectual property rights

Developing this Website involved significant investments. The Website 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 Website (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 Website 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 in applicable legislation, a non-exclusive and non-transferable right to use the Downloadable Content. Any reproduction, representation, modification or distribution of the Website 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 make a feature available to you which enables you to edit a picture (especially in order to virtually test a cosmetic), you hereby acknowledge and agree that such feature shall be only for your own private use in compliance with its intended purpose. You shall not be authorized to make any such use of this feature as may be detrimental to the honor, repute or rights of Us or 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 Website, 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, furniture, advertising designs or apparel designs that might appear (acronyms, logos, etc.). Pictures of other physical and identifiable persons than yourself must not be posted via the Website.

c. User Contents

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

By posting User Content via the Website, 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 law license to reproduce, display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works and/or 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 or YouTube), 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 Website.

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 Website 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 Website or any services or feature made available to you through the Website (e.g. teleconsultation services, online chat, ratings and reviews, forum), you agree to:

- Not publish or provide any personal 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;*
- Not convey any racist, violent, xenophobic, malicious, rude, obscene or unlawful comments;
- Not 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;
- Not use the Website for political, propaganda or proselytizing purposes;
- Not publish any content advertising or promoting any products and/or services competing with the brand(s) displayed on the Website;
- Not divert the Website from its intended purpose, including by using it as a dating service;
- Not 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;
- Not disseminate any information or content that may be upsetting for the youngest;
- Not intimidate or harass others;
- Not conduct illegal activities, including that may infringe anyone's rights in and to any software, trademarks, photographs, images, texts, videos, etc.;
- Not disseminate content (including photographs and videos) portraying minors;
- Not display or share inappropriate content or material involving, for example, nudity, pornography, offensive language, violence, or criminal activity;
- Not adopt inappropriate behavior or act in a way likely to offend others' sensibilities.

- Not capture and/or record and/or disseminate any capture of conversational screens or teleconsultations with our hosts on any electronic means of communication.

Failure to comply with the principles listed above constitutes a breach of these Terms of Use and We reserve the right to take all necessary measures to bring it to and an immediate end, including but not limited to:

- Immediate, temporary or permanent withdrawal of right to access and use this Website and services provided on the Website;
- Delete User account;
- Remove User Content uploaded to this Website;
- Disclose such information to law enforcement authorities as required by law;
- Initiate legal proceedings and/or refer it for criminal prosecution.

We reserve the right to take all the measures mentioned above at any time, without any notice and at our sole discretion. Implementation of these measures may imply processing of your IP address.

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 kontakt@loreal.com, specifying 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: kontakt@loreal.com, specifying the date on which you discovered said content, your identity and contact details, the URL, description of the reported content and the user ID of the author thereof.

5. INFORMATION CONTAINED ON THE WEBSITE

a. General provisions

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

b. Information on the products and services

The products and services presented to you on this Website are not offered for sale but a general presentation of the range of the products and services that We distribute in the country where this Website is available.

c. Advice and beauty profile

The advice provided on this Website and/or the tools made available to define your beauty profile are merely simulations intended for obtaining expert cosmetics advice.

The information that We deliver are strictly for 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.

d. Hypertext links

The hypertext links included on the Website may lead you to websites published by third parties and the content of which We do and cannot control. Accordingly, to the extent that said hypertext links were included on this Website 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. For the avoidance of doubt, We do not assume any liability for such third parties systems, acts or omissions.

6. PERSONAL DATA

We may collect personal data related to you, particularly when you: (i) subscribe for a service; (ii) download Downloadable Content; (iii) sign in; (iv) apply for a game/competition; (v) send Us an e-mail; (v) respond to a poll or study etc.

For any further information on the processing of your personal data, please look up our privacy policy in:

Danish: <https://www.skinceuticals.dk/privacy-policy.html>

Finnish: <https://www.skinceuticals.fi/privacy-policy.html>

Norwegian: <https://www.skinceuticals.no/privacy-policy.html>

Swedish: <https://www.skinceuticals.se/privacy-policy.html>

7. COOKIES

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

For further information on the use of cookies, please consult our cookie table in the privacy policy in:

Danish: <https://www.skinceuticals.dk/privacy-policy.html>

Finnish: <https://www.skinceuticals.fi/privacy-policy.html>

Norwegian: <https://www.skinceuticals.no/privacy-policy.html>

Swedish: <https://www.skinceuticals.se/privacy-policy.html>

8. AMENDMENT TO THE WEBSITE AND THE TERMS OF USE

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

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

9. CREDITS

The Website was developed for the Publisher by Docebo Inc., 77293 3529, 366 Adelaide Street West, Suite 701, Toronto, ON M5V 1R9, Canada, email address: info@docebo.com, telephone number: 1-800-681-4601.

10. DISCLAIMER

We shall use our best efforts to maintain access to the Website and Downloadable Content at all times. However, We cannot guarantee the permanent availability and accessibility of the Website and any feature available on the Website. Indeed, we may be required to momentarily suspend access to all or part of the Website, 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 malfunction as may hinder the proper operation of the Website.

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.

11. GOVERNING LAW AND DISPUTES

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

For any issue, please contact our Customer Service:

L'Oréal Consumer Care Nordics

L'Oréal Danmark A/S

Havneholmen 25

1561 Copenhagen V, Denmark

+45 80 20 06 07

kontakt@loreal.com

Opening hours Monday-Friday 10:00-15:00.