

TERMS OF USE OF WEBSITE
Vichy
Effective as of 15 September 2020

Welcome on this Website dedicated to Vichy (hereinafter the "**Website**").

Please read carefully 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: vichyrsa@loreal.com.

LEGAL NOTICE

Website URL: www.vichy.co.za

Contact: E-mail: vichyrsa@loreal.com - Telephone Number: 086 118 4249

Director of Publication: Ruth Phaahla

Publisher: L'Oréal South Africa (Proprietary) Limited, a company registered in South Africa under company number 1993/002698/07, whose registered office and main trading office is at Building 17, The Woodlands Office Park, Corner Kelvin and Woodlands Drive, Woodmead 2191, acting in the name and on behalf of its brand Vichy (hereinafter the "**Publisher**" or "**We**" or "**Us**").

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1. ACCESS TO THE WEBSITE

You may freely use the Website, without being required to sign in or create an account. However, to create an account on MyVichy and benefit from all the functionalities (Skin Evaluation, Forum, Rating & Reviews etc.) of the Website you need to be at least 18 old.

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 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.

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

2. RATING AND REVIEWS / FORUM

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 to Forum (including pictures) by selecting an existing topic or creating a new one.

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

- Your review complies with the present Terms of Use, particularly with the Code of Conduct and Intellectual Property principles (below);

- You are the author of the review, 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 4 “Intellectual Property” of these Terms of Use ;
- All content that you post is truthful and accurate.

In addition to the Code of Conduct set forth in Section 5 and Section 4 Intellectual Property of these Terms of Use, you further agree and warrant that you shall not submit any content:

- that contains any information (including pricing) about Vichy's competitors or their products (namely other manufacturers and/or distributors and/or retailers of health and beauty products);
- that is unrelated to the purpose of reviewing the products listed on the Website;
- 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 Vichy);
- 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.

Vichy reserves the right 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 that Vichy deems, in its sole discretion, to violate these Terms of Use. In addition, it reserves the right not to publish:

- duplicate content;
- blank reviews;
- reviews in a language that is not one of South Africa's 11 official languages
- any unintelligible content (such as content that contains random characters and meaningless word strings).

Ratings and written comments are generally posted within 1 week.

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 by French and foreign laws and international treaties, 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.

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, advertising designs or apparel designs that might appear (acronyms, logos, etc.).

c. User Contents

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

In the event your User Content result in outcomes or works protected by Intellectual Property Rights and/or industrial, literary and artistic property rights, you hereby expressly and free of charge authorize us to: reproduce, represent, modify, adapt (including translate), transfer and distribute your User Content for all purposes of internal or external communications, as well as for all public & press relations purposes, and for promotional and advertising purposes in relation to the products and/or the Vichy brand of L'Oreal Group or companies of its group, on the following media:

- (i) Internet
- (ii) Press
- (iii) Edition
- (iv) Point Of Sales (POS)
- (v) Out-of-Home advertising (OOH)
- (vi) Audio/Audiovisual
- (vii) Apps, digital services
- (viii) E-commerce platforms

Hereinafter the “**Media**”.

This authorization includes the possibility for Vichy to modify, add, and delete parts of the original User Content provided that it does not substantially alter them. This authorization is granted free-of-charge commencing from the first use of your User Content via the Website throughout the world without limitation as to number or excerpt, on the Media, for the entire duration of the intellectual property rights, literary and/or artistic and/or industrial property rights. You hereby expressly declare that you hold any and all rights to the User Content.

Personality Rights

By posting your User Content on the Website you hereby expressly and free of charge authorize us to: reproduce, represent, modify, adapt, transfer and distribute your image for all purposes of internal or external communications, as well as for all public & press relations purposes, and for promotional and advertising purposes in relation to the products and/or the Vichy brand of the L'Oreal Group or companies of its group, on the Media.

This authorization is granted free of charge commencing from the date of first use of the User's image via the Website throughout the world without limitation as to number or excerpt and for the Media for a 5 (five) years term.

It is understood that communication materials reproducing User's image may be difficult to remove from the Vichy and/or L'Oréal Group's social media channels and sharing websites (such as Facebook, Instagram, Pinterest, Tumblr, Youtube etc.), and You agree that such communication materials may remain on social media channels and sharing websites as they were originally posted provided that after the aforementioned 5 (years) years term, Vichy shall not repost or authorize others to repost such materials.

The term “image” is understood as referring to the full set of attributes of the User's personality, including but not limited to his/her image, his/her voice, his/her family name and forenames, his/her signature, his/her social media handles, his/her capacities stemming from his/her professional activities and his/her professional designation(s).

Non commercial use

For any non-commercial, internal or external communication for cultural, educational, documentary, journalistic, or information purposes, as well as for all corporate communication of Vichy and/or L'Oreal Group, whether or not directly linked to the Vichy brand's products / the brand (e.g. annual report of the L'Oreal Group, business reports of the L'Oreal Group, of its French and foreign subsidiaries, brochures, letters to shareholders, etc.), or furthermore within the framework of historic retrospectives including with respect to the Vichy brand's products and/or the Vichy brand, conducted either under the responsibility of Vichy or the L'Oreal Group and/or of any service provider acting at their request, or under the responsibility and initiative of a third party, You authorize Vichy or the L'Oreal Group, to proceed or authorize, in such regard, to reproductions, representations and adaptations of your User Content covered hereby.

Such authorization is granted free-of-charge, for an unlimited period of time and for the entire world, on all media, without limitation as to quantity.

Miscellaneous

You hereby expressly declare that you hold any and all rights and all necessary authorizations required for the quiet enjoyment by Vichy of the rights assigned hereby.

You warrant Vichy without limitation, against any claims or actions made by third parties in connection with your Feedback and your Pictures. You shall hold Vichy harmless and warrant it in connection with any charges, sentences and various out-of-pocket expenses that may result from a failure to meet the above-mentioned obligations.

Regarding rating and reviews, you hereby acknowledge that Vichy may translate and publish your review on its social media pages, Vichy (ZA) on Facebook, and on any foreign version of its website / on the following social media pages: @vichylaboratoires on Instagram.

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 or voluntarily published ratings and reviews, 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 including a Forum or Chat functionality, you agree **not to**:

- 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;*
- Convey any racist, violent, xenophobic, malicious, rude, obscene or unlawful comments;
- Disseminate any content that may be harmful, defamatory, unauthorised, 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 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 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 vichyrsa@loreal.com, or by sending a detailed letter to the following address: Building 17, The Woodlands Office Park, Woodlands Drive, Woodmead, 2192, 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: vichyrsa@loreal.com, or by sending a detailed letter to the following address: Building 17, The Woodlands Office Park, Woodlands Drive, Woodmead, 2192, 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 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. 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 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 Website may lead you to websites published by third parties and the content of which We do not 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.

d. SKINCONSULTAI

The Website allows you to use the SkinConsultAI functionality. This is an online service capable of analysing skin aging with one picture based on artificial intelligence. Your picture is analysed and then, based on your age and skin type, you will be provided with your skin results and a personalised skincare routine. You have

the possibility to receive the report and the product recommendation via e-mail and to subscribe to the newsletter. You are free not to use this service.

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 or to the Tester Club; (v) send Us an e-mail; (v) respond to a poll or study; (vi) publish ratings and reviews.

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 or to the Tester Club; (v) send Us an e-mail; (v) respond to a poll or study; (vi) publish ratings and reviews.

For avoidance of doubt, the picture collected through the SkinConsultAI functionality is not stored by Vichy and deleted post analysis.

For any further information on the processing of your personal data, please look up our **privacy policy** [here](#).

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** [here](#).

8. AMENDMENT TO THE WEBSITE AND THE TERMS OF USE

We may amend the contents and information included on the Website as well 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 APOTAMOX, a Simplified stock company with capital of EUR 69 000, having its registered offices at 70 Rue des Marais – 72000 LE MANS, registered with the LE MANS Registry of Trade and Companies under number 39314372200030, email address: contact@apotamox.com, telephone number: 02 43 14 10 10

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. 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 South Africa.

For any issue, please contact our Customer Service:

vichyrsa@loreal.com
086 118 4249
09:00-17:00

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

vichyrsa@loreal.com

Building 17, The Woodlands Office Park

Woodlands Drive

Woodmead

2191

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