

## TERMS OF USE OF WEBSITE

Effective as of January 2020

Welcome to this Website dedicated to the L'OREAL MALAYSIA brand (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 e-mail address:  
[lormy.info@loreal.com](mailto:lormy.info@loreal.com)

### LEGAL NOTICE

Website URL: <https://www.loreal.my/>

Contact: E-mail: [lormy.info@loreal.com](mailto:lormy.info@loreal.com)

Publisher: L'Oréal Malaysia Sdn Bhd, a company incorporated in Malaysia, having its registered offices at No. 13A & 15, Uptown 2, No. 2, Jalan SS21/37, Damansara Uptown, 47400 Petaling Jaya, Selangor Darul Ehsan, registered with the Companies' Commission of Malaysia under number 328418-A acting in the name and on behalf of its brand KIEHL'S (hereinafter the "**Publisher**" or "**We**" or "**Us**").

Hosted by: L'Oréal Malaysia Sdn Bhd, a company incorporated in Malaysia, having its registered offices at No. 13A & 15, Uptown 2, No. 2, Jalan SS21/37, Damansara Uptown, 47400 Petaling Jaya, Selangor Darul Ehsan, registered with the Companies' Commission of Malaysia under number 328418-A

Telephone Number: (603) 7651 8000

### 1. ACCESS TO THE WEBSITE

To access and use this Website you need to be an adult. If you are a minor, your parents' prior authorization shall be required.

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 are incurred at your own expense.

## 2. 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, software, graphics, music and sounds, etc.) are protected by intellectual property rights owned by the L'ORÉAL Group. 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 Malaysian 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 rights holders 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, 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 Malaysian and foreign laws and international treaties (including any subsequent supplementary or amendments) license to reproduce, display, use, copy, modify, adapt, edit, distribute, translate, create derivative works from, incorporate into other works, 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, YouTube or Dailymotion), 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. We shall not be responsible for any use of the content by you 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 we shall not alter the images, words and/or opinions conveyed in the User Content.

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 paragraph 3 below.

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.

### **3. CODE OF CONDUCT**

We support the values of tolerance and respect of others.

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

- 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;
- 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 [lormy.info@loreal.com](mailto:lormy.info@loreal.com), or by sending a detailed letter to the following address:

L'Oréal Malaysia Sdn Bhd  
 No. 8, 13A & 15, Uptown 2, No. 2  
 Jalan SS21/37, Damansara Uptown  
 47400 Petaling Jaya  
 Selangor Darul Ehsan

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 same abovementioned email address, or by sending a detailed letter to the abovementioned following address, 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.

The said notice shall contain:

- the date of the notice;
- if the sender is an individual: last name, first and middle names, occupation, address, nationality, date and place of birth;
- the addressee's name and address or, if a legal entity, its corporate name and registered offices;

- a description and specific location of the reported facts (e.g., URL link to the reported content;
- the reasons why such content should be removed, including an indication of the legal provisions and qualification (justifications) applicable to the facts;
- a copy of any correspondence sent to the author or publisher of the reported information or activities requesting their interruption, removal or alteration, or justification that the author or publisher could not be reached.

Any incomplete notice may not be considered.

#### **4. 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 information under the control of third parties. We endeavour 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 you to obtain 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 satisfaction with the advice that results from the use of such tools and assume no liability for any use you may sustain 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 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, accessing any third-party websites shall be your own decision and your sole liability.

#### **5. 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.

For any further information on the processing of your personal data, please refer to our Privacy Policy.

## **6. 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.

## **7. AMENDMENT TO THE WEBSITE AND THE TERMS OF USE**

Notwithstanding any other provisions herein, We reserve the right at all times to add, waive or vary any of 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.

## **8. CREDITS**

The Website was developed for the Publisher by L'Oréal Malaysia Sdn. Bhd., a company having its registered offices at No. 13A & 15, Uptown 2, No. 2, Jalan SS21/37, Damansara Uptown, 47400 Petaling Jaya, Selangor Darul Ehsan registered with the Companies' Commission of Malaysia under number 328418-A, email address: [lormy.info@loreal.com](mailto:lormy.info@loreal.com)

## **9. 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.

Save as required by law, we hereby disclaim any and all representations, warranties and conditions, whether express or implied, as to the operation of the Website or the content, statements or other information contained on the Website, or the products or services accessible or available through the Website. You agree that, to the fullest extent permitted by applicable laws, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for (a) any interruption of business; (b) access delays or access interruptions to the Website; (c) data non-delivery, misdelivery, corruption, destruction or other modification; (d) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on the Website; (e) computer viruses, system failures or malfunctions which may occur in connection with your use of the Website, including during hyperlink to or from third party websites; (f) any inaccuracies or omissions in content; or (g) events beyond our reasonable control. Lastly, save as required by law, our liability (if any) shall be limited to direct damages, excluding any other damages or losses whatsoever (such as any indirect damage relating, without limitation, to any loss of profit, revenue or goodwill).

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Website or the breach of these Terms of Use.

## **10. SEVERABILITY**

If at any time any provisions of these Terms of Use shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms of Use shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms of Use.

## **11. GOVERNING LAW AND DISPUTES**

These Terms of Use shall be governed by the laws of Malaysia. Any dispute which may arise under these Terms of Use shall be under the exclusive jurisdiction of the Courts of Malaysia. Where, in the event of a dispute arising out of or relating to this Terms of Use, the parties wish to seek an amicable settlement of that dispute by mediation, the mediation shall take place in accordance with the Asian International Arbitration Centre (AIAC) Mediation Rules.

For any other issue, please contact our Customer Service:

[customerservice@lorealmy.com](mailto:customerservice@lorealmy.com)

1-300-22-2232

10:00 a.m to 7.00 p.m

## **12. SPECIFIC PROVISIONS FOR CERTAIN COUNTRIES**

Not applicable.

*(Updated as of: January 2020)*

\*\*\*