

## Terms & Conditions

Welcome to Vichy website (the “**Website**”), which is owned and operated by L’Oréal Egypt, a company incorporated and registered in Cairo, and whose principal place of business is situated at Plot 69, Teseen Street, 5th District, Millennium Building, 5th Floor Cairo, EGYPT (“L’Oréal”) or any third party to whom it may subcontract any of the works required to properly operate this website (collectively, “We”, “Us”, or “Our”) acting in its behalf and on behalf of its affiliates. Please read these terms of use (“Terms and Conditions”) carefully before using the services of this Website (the “Website”).

By visiting the Website you agree to be bound by, consent to comply with, and consent to the practices described in, these Terms and Conditions, which govern your access and use of the Website (including our Privacy Policy) (the “Terms and Conditions”) and all content and functionalities available on the Website (or any of our other websites and related micro-sites accessed through the URL [www.vichy.eg/](http://www.vichy.eg/) and related domain names) (the “Services”) These Terms and Conditions apply to all users of the Website, including, without limitation, users who are contributors of content, information and other materials or services on the Website. Your access and use of the Website will be subject to the version of the Terms and Conditions posted on the Site at the time of use. If you do not agree with the Terms and Conditions, then you do not have the right to access, view, download or otherwise use the Website or purchase any cosmetics and, accordingly, you should not do so.

### PRIVACY

We have developed a Privacy Policy to inform you of our practices with respect to the collection, use, disclosure, and protection of personal information. Under certain circumstances the responsibility for data protection and your privacy is shared with one or several other legal entities, either being a L’Oréal Group affiliate or a third party. You can find the Privacy Policy, which is incorporated into these Terms and Conditions, on our home page and by using this Website you agree to the terms of the Privacy Policy.

### COOKIES

Cookies are small files that are left on your device while you browse the Site (such as the pages looked up, the date and time of such access, etc.) and which may be read whenever your access the same Site (hereinafter “**Cookies**”). You can find the Cookies policy, which is incorporated into these Terms and Conditions, on our home page and by using this Website you agree to the terms of the Cookies Policy.

### GENERAL TERMS AND CONDITIONS

Unless otherwise noted, the products and services on the Website are intended for personal, non-commercial purposes only. You agree to use the Website only for lawful, noncommercial purposes and in compliance with all international and local laws. Except as expressly permitted in these Terms and Conditions, you may not use, reproduce, distribute, reverse engineer, modify, copy, publish, display, transmit, adapt, frame, link, rent, lease, loan, sell, license or in any way exploit the content of the Website.

### ELIGIBILITY

You represent and warrant that you (a) are above the legal age of majority in your jurisdiction of residence but in no case under the age of 18, (b) have not previously been suspended or removed from the Website, (c) do not have more than one (1) account at any given time for the Website; (d) you will only provide us

with true, accurate, current and complete information if you register for an account and/or Orders (defined below). If we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Website or Services (or any portion thereof) and (d) that you have full power and authority to enter into the Terms and Conditions and in doing so will not violate any other agreement to which you are a party.

## **YOUR ACCOUNT**

When you set up an Account, you are required to provide your name and email address and select a password (collectively, your "Account Information"), which you may not transfer to or share with any third parties. If someone accesses our Site or Services using your Account Information, we will rely on that Account Information and will assume that it is really you or your representative who is accessing the Site and Services. You are solely responsible for all use of your Account Information and all Orders and activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take all action, as it deems necessary or reasonable, to ensure the security of the Site and your Account, including without limitation, terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Site or Services under your Account Information that, if undertaken by you, would be deemed a violation of these Terms and Conditions. In no event will We be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction by Us under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else's Account at any time, without the permission of the Account holder. Please notify us immediately if you become aware that your Account Information is being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual's authorization, or register for an Account on behalf of any group or entity.

## **USER CONTENT**

We welcome user comments, information and submissions. In addition, you and other users of the Site from time to time may have an opportunity to post on the Site certain ideas, concepts, information, data, text, music, sound, photographs, graphics, video, messages, comments on our products, advertising and other promotional materials or events, facts, advice, "tips", opinions and other material (collectively, "User Content"). Subject to our Privacy Policy, all User Content that you post on this Site will be treated as non-confidential and non-proprietary to you and may be viewed by you and/or other users of this Site. You also agree that we, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any User Content you send to us for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you. By posting User Content via the Site, you hereby grant Us a royalty-free, irrevocable, non-exclusive, worldwide 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).

We cannot guarantee that other users will not copy, modify, distribute or otherwise use the User Content that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Site. We and our affiliates are not responsible for

any user's misuse or misappropriation of any User Content you post on the Site. You are hereby informed that 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 Site.

## REVIEW OF SUBMISSIONS

We have no obligation to verify the identity of any users when they are connected to the Website or to supervise the User Content that has been provided by users. You acknowledge that we may or may not prescreen, monitor, review, edit or delete the User Content posted by you and other users on the Website. We and our designees retain the right to modify, move, refuse, block or remove any User Content, in whole or in part, for any reason or no reason, with or without notice. We and our designees also reserve the right to access, read, preserve, and disclose any information as we reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms and Conditions, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect our rights, property or safety, users of the Site and the public. In any case, we are not responsible or liable for damages of any kind arising from any failure, non-failure, or delay in removing such User Content even when we are advised of the possibility of such damages.

## CODE OF CONDUCT

We support the values of tolerance and respect of others. For this reason, by using this Site, 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, 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 Site 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 Site;
- Divert the Site 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 [supportvichyeg@ccare.vichy.eg] specifying in your email 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: [supportvichyeg@ccare.vichy.eg] specifying in your email 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.

## **NO ENDORSEMENT**

We do not control the User Content posted on the Site and, as such, we make no representations or warranties regarding User Content or its truthfulness, accuracy, reliability, integrity, or quality. We do not determine whether User Content violates the rights of others, and we have no control over whether User Content is of a nature that you or other users may find offensive. User Content includes the opinions, statements, and other content of third parties, not us. You acknowledge and agree that the information and views expressed by you and other users in User Content appearing on the Site do not necessarily reflect our views or those of our content providers, advertiser, sponsors, affiliated or related entities, and we do not support or endorse any User Content, or any other content posted by you or any other user on or otherwise accessible through the Site. We do not assume, and expressly disclaim, any obligation or liability with respect to User Content and no confidential or fiduciary understanding or relationship is established by our receipt or acceptance of any such materials.

## **OUR RIGHT TO USE USER CONTENT**

You do not have to submit anything to us, but if you choose to submit any User Content to the Site, it will be deemed non–proprietary and non–confidential and may be used by us, our affiliates or others without restriction. You represent and warrant that you own or otherwise control any and all rights in and to the User Content that you submit and that our public posting and use of that User Content will not infringe or violate the rights of any third party in any manner, including without limitation any privacy rights, publicity rights, copyrights, contract rights or any other intellectual property or proprietary rights. By submitting, sending, posting, uploading, modifying or otherwise providing information, material, or any other communication to us including User Content, whether solicited or unsolicited, you grant us and our designees the royalty–free, fully paid, unrestricted, worldwide, perpetual, irrevocable, non–exclusive, and fully transferable, assignable, sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, improve, distribute, commercialize, perform, or display such User Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for any purpose, including, without limitation, advertising and promotional purposes, reproduction, transmission, publication, broadcast and posting without any further consent by you or notice, credit and/or compensation to you or any third parties. You also hereby do and shall grant each user of the Site a non–exclusive license to access your User Content through the Site, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. We and our designees also have the right, but not the obligation, to use your user name (and real name, image, likeness or other identifying information, if provided in connection with User Content), city and state in connection with broadcast, print, online or other use or publication of your User Content. We and our designees may use or otherwise transfer, remove or dispose of any and all User Content without restriction and users of the Site shall not be entitled to any compensation whatsoever for any such use, transfer or disposition of User Content by us. Notwithstanding the foregoing, personally identifiable data, if any, included in User Content shall be handled in accordance with our Privacy Policy.

### **TRANSMITTING MATERIALS**

You understand that the technical processing and transmission of the Site may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. We assume no responsibility for the deletion or failure to store postings or other information submitted by you or other users of the Site.

You agree that you will not harvest, collect or store information about the users of the Site or the User Content or use such information for any purpose inconsistent with the purpose of the Site or for the purpose of transmitting or facilitating transmission of unsolicited advertising, junk or bulk electronic mail or communications. You may not: (i) take any action that imposes or may impose (as determined by Us in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; (iii) bypass any measures we may use to prevent or restrict access to the Site or portions thereof (or other accounts, computer systems or networks connected to the Site); (iv) run any form of auto–responder or "spam" on the Site; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; or (vi) harvest or scrape any content from the Site.

### **PRODUCT AVAILABILITY**

The availability of the products and services described on the Site, and the descriptions of such products and services, may vary based on location and timing.

## **CONTESTS**

This Site may, from time to time, contain contests that offer prizes or that require you to submit material or information about yourself. Each contest has its own rules, which you must read and agree to before you may enter.

## **SKINCONSULT AI FEATURE**

This Website may provide you with a skin diagnosis feature. You can choose the live service (using your device webcam) or an existing picture (uploaded from your device).

The results of the experience (recommended products and skin condition) can be sent to you over email. You are free not to use this service.

If you share the result of the experience outside of the Skinconsult AI feature (through native features available in your device) We are not involved in such sharing (no personal data processing by Us).

## **INTELLECTUAL PROPERTY RIGHTS**

The Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, logos, titles, characters, names, graphics and button icons, excluding User Content (collectively "Proprietary Material"), are protected by copyright, trademark and other laws of the United Arab Emirates, as well as international conventions and the laws of other countries. The Proprietary Material is owned or controlled by L'Oréal or by other parties that have provided rights thereto to L'Oréal.

Except as otherwise provided in these Terms and Conditions or without our express prior written permission, you may not, and agree that you will not, use, publish, reproduce, display, publicly perform, create derivative works from, reverse engineer or decompile, disassemble, distribute, license, transfer, sell, copy, post, enter into a database, upload, transmit or modify the Proprietary Material or any portion thereof, for any purpose or by any means, method, or process now known or later developed. Modification of the materials appearing on the Site or use of such materials for any other purpose is a violation of our copyright and other proprietary rights.

If we make a Website 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 Website 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 Site as may be detrimental to the honor, repute, or rights of any third parties as described below.

## **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 Site, including 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.).

### **ACCOUNT TERMINATION**

We may, in appropriate circumstances, terminate your account for the Site and any or all affiliate websites if you are a repeat infringer. If you believe that a user is a repeat infringer, please follow the instructions above to contact our Copyright Agent and provide information sufficient for us to verify that the user is a repeat infringer

### **THIRD PARTY WEBSITES AND LINKS**

You may be able to link to third party websites, services or resources on the Internet from the Site, and third party Websites, services or resources may contain links to the Site (collectively, "Linked Sites"). We are not responsible for the content, availability, advertising, products, services, or other materials of any such Linked Sites, or any additional links contained therein, and our inclusion of links to the Linked Sites on the Sites does not imply that we endorse or approve of any materials contained on, or accessible through, the Linked Sites. In no event shall we be liable, directly, or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the Linked Sites or the information or material accessed through these Linked Sites.

### **THIRD PARTY MERCHANTS**

The Site may enable you to order and receive products, information and services from businesses that are not owned or operated by Us. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. We do not endorse, warrant, or guarantee such products, information, or services, and are not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. We will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your transactions.

### **ADVERTISEMENTS, SPONSORSHIPS, CO-PROMOTIONS AND OTHER PARTNERSHIPS**

We may display advertisements for the goods and services of a third party on the Site, including in connection with co-promotions, sponsorships, and other similar partnership arrangements. We do not endorse or represent and are not responsible for the safety, quality, accuracy, reliability, integrity, or legality of any such advertised goods or services.

### **ORDERS, PROHIBITION ON RESELLING**

The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order. You may not purchase any item from this site for resale by you or any other person.

## **EVENTS**

You may be invited or asked to attend events we sponsor or events held by other members and users of the Website which are not in any way associated with us (collectively, "Events"). Your participation in any Events is at your own risk and you agree to release and hold us, our subsidiaries, agents, distributors and affiliates, and our officers, directors, and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events.

## **DISCLAIMER**

VISITORS TO THE WEBSITE AGREE THAT THEIR USE OF, AND RELIANCE ON ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH, THE SITE IS AT THEIR OWN SOLE RISK. THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITATION OF THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE (INCLUDING OUR AFFILIATES, THIRD PARTY CONTENT PROVIDERS, MERCHANTS, SPONSORS, LICENSORS AND THE LIKE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES) SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, OR USEFULNESS OF THE CONTENT OF THE SITE; AND (ii) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. WE ALSO MAKE NO REPRESENTATIONS AND WARRANTIES AS TO ANY LINKED SITES AND WE HAVE NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO YOUR USE OF SUCH SITES. IN SOME INSTANCES, CONTENT MADE AVAILABLE ON THE SITE MAY REPRESENT THE OPINIONS AND JUDGMENTS OF PROVIDERS OR USERS, SUCH AS USER CONTENT. WE AND OUR AFFILIATES DO NOT ENDORSE NOR SHALL WE OR THEY BE RESPONSIBLE OR LIABLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE ON THE SITE BY ANYONE OTHER THAN OUR AUTHORIZED EMPLOYEES ACTING IN SUCH CAPACITY.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURIES CAUSED BY THE SITE, INCLUDING, WITHOUT LIMITATION, THOSE DAMAGES OR INJURIES OCCURRING AS A RESULT OF: (1) ANY ERROR, OMISSION, DELETION, OR DEFECT IN THE CONTENT AVAILABLE ON THE SITE, OR (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF RECORDS, INFORMATION OR DATA, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, INFORMATION OR DATA, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, DEFAMATION, OR ANY OTHER CAUSE OF ACTION. WE DO NOT WARRANT OR GUARANTEE: (1) THAT ANY PORTION OF THE SITE WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF USE OF THE MATERIALS AVAILABLE ON THE SITE. YOU (AND NOT WE OR ANY OF OUR AFFILIATES) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF ANY PERSON SUBSCRIBING OR USING THE SITE. THEREFORE, WE DECLINE ALL LIABILITY WHATSOEVER FOR IDENTITY THEFT OR ANY MISUSE OF YOUR IDENTITY OR INFORMATION.

THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE PRODUCT.

THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS AND CONDITIONS.

### **INDEMNIFICATION**

By using the Site, you agree to defend, indemnify, and hold us, our parent companies, subsidiaries and affiliates, and each of their respective officers, directors, employees, contractors and suppliers harmless from any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising in any way from or in connection with your use of the Site or any service available on or through the Site, the uploading, posting, e-mailing, or transmission of any User Content or other materials by you or users authorized by you, infringement of any Proprietary Material, or any violation by you of these Terms and Conditions, our Privacy Policy or any other policy posted from time to time on the Site applicable to your use of the Site. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

### **LIMITATION OF LIABILITY**

**Nothing in these Terms and Conditions is intended to affect your rights as a consumer.**

The use of the Site or any of the Services or products available thereon is at your own risk, and unless otherwise stated in these Terms and Conditions, you assume full responsibility and risk of loss resulting from your use of the Site or any of the Services or products available thereon.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL WE OR ANY OF OUR AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ONE OF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT WE WILL BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID BY YOU TOWARDS THE PRICE OF THE PRODUCT IN RESPECT TO WHICH THE CLAIM AROSE. YOU HEREBY RELEASE US FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

## **TERMINATION**

We may terminate or suspend your access to the Site, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Site (or any portion, aspect or feature of the Site) for any reason, or no reason, at any time in our sole discretion, with or without notice to you, effective immediately, which may result in the forfeiture and destruction of all information associated with you and your activities in connection with the Site. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. In the event of termination, you will still be bound by your obligations under these Terms and Conditions, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, we will not be liable to you or any third party for any termination of your access to the Site.

## **AMENDMENT TO THE SITE AND THE TERMS AND CONDITIONS**

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

Any modifications of these Terms and Conditions will be effective once published on our Site. Your continued use of the Site (or any of our other websites) following such change shall signify your agreement to be bound by the modified Terms and Conditions. Please read the Terms and Conditions and check back often. If you do not agree to any change to the Terms and Conditions, then you must immediately stop using the Site.

## **GOVERNING LAW; GENERAL INFORMATION**

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 Site.

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 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.

The Terms and Conditions of this Website are governed by the law of Egypt and the parties submit to the exclusive jurisdiction of the Egyptian Courts.

**CONTACT US** Please feel free to contact us via one of the methods described on our Contact Us page. If you have any questions about the Terms and Conditions or any aspect of your order, please contact our Customer Care by email at [supportvichyeg@ccare.vichy.eg](mailto:supportvichyeg@ccare.vichy.eg)

These Terms and Conditions were last updated in February, 2022.