

TERMS OF USE OF THE APPLICATION
MY SKIN TRACK UV
Effective as of 11 of June 2019

Welcome on this application dedicated to MY SKIN TRACK UV application (hereinafter the "**Application**").

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

For any request relating to your use of the Application, you may contact Us at the following address: 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong.

LEGAL NOTICE

Contact: E-mail: cshotline@hk.loreal.com - Telephone Number: (+852) 3180-1694

Publisher: L'Oreal Hong Kong Limited, having its registered offices at 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, registered with the Companies Registry under number 012664 acting in the name and on behalf of its brand La Roche-Posay (hereinafter the "**Publisher**" or "**We**" or "**Us**").

1. ACCESS TO THE APPLICATION

a. Who can use it?

To access and use this Application you need to be at least aged 14.

b. How to download and access it?

The Application shall be delivered solely via electronic download from Apple App Store (iOS) / Google Play Store (hereinafter the "**Platform**"). You may download from the Platform (i) a copy of the Application; and (ii) install it on the device as per the instructions provided during the installation and/or posted on the Platform.

You may freely download and use the Application, without being required to sign in or create an account.

Access to the Application 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 Application 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.

c. On what device?

The installation and use of the Application require a compatible device with an Internet connection.

The following operating systems are compatible: iOS / Android.

You shall bear exclusive liability for any operation related to the required device, as well as any telecommunication expenses incurred in connection with the installation of, access to and downloading of, the Application.

Your operator may charge you additional expenses for accessing the Internet from a mobile phone or tablet. We shall bear no liability for any network or roaming costs in connection with the Application updates.

d. At what price?

We hereby grant you a free license to use the Application.

You shall bear any further expenses for accessing and using the Internet.

Although We endeavor to keep the Application accessible at all times, We cannot guarantee said access to you under all circumstances (maintenance, update, force majeure event or other reason beyond our control).

2. USE

a. License

The Application is hereby licensed, not sold, to you.

As of the effective date of these Terms of Use, subject to compliance with the terms hereof, We hereby grant you on a non-exclusive, revocable and non-transferable license to use the Application, during the period of use of the Application, exclusively strictly personal and private purposes. The territory for which the Application user license is hereby granted shall be worldwide.

The Application user shall procure compliance with these Terms of Use by anyone acting in your name or on your behalf.

b. Applicable requirements

In connection with your use of the Application, you hereby agree not to:

- (a) Duplicate, copy or use the Application for any purposes other than as expressly authorized under these Terms of Use;
- (b) Attempt (or encourage or support others' attempts) to reverse engineer, disassemble or decompile the Application, except for purposes of interoperability, as defined by law;
- (c) Adapt, correct, update or alter the Application in any way;
- (d) Create any derivative work based on all or any part of the Application;
- (e) Disclose or publish the results of performance tests on the Application without our prior written consent;
- (f) lease or sublicense the Application to any third party;
- (g) Mask, remove or alter any notice or reference to our proprietary rights;
- (h) Correct any error, anomaly, bug or other malfunction or failure affecting the Application;
- (i) Download the Application if you are in a country We have expressly excluded;
- (j) Use the Application and/or publish any contents via the Application depicting any third parties and/or works protected under intellectual property rights, without the prior express consent of the right holder(s). You may publish advertising or promotional contents for any products and/or services competing with the L'Oréal group trademarks after obtaining the prior express consent of the relevant right holders. Without prejudice to the foregoing provisions, you shall bear sole liability for all such contents as you may publish via the Application.

3. INTELLECTUAL PROPERTY

a. Intellectual property rights

Developing this Application involved significant investments. The Application 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 Application (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 Application 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 Application 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 Application, 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 Application a space dedicated to user contents, such as text, photos, videos, opinions, etc. (hereinafter "**User Content**").

By posting User Content via the Application, you hereby grant Us a royalty-free, irrevocable, non-exclusive, worldwide and for the legal protection period of intellectual property rights as defined by French and foreign laws and international treaties (including any subsequent supplemental or amending regulations) 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, tradeshows, 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. 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 Application.

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 Application 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 Application, 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 Application 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 Application;
- Divert the Application 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 cshotline@hk.loreal.com, or by sending a detailed letter to the following address: 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, 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: cshotline@hk.loreal.com, or by sending a detailed letter to the following address: 35/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, 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 APPLICATION

a. General provisions

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

b. Advice and beauty profile

The advice provided on this Application 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 Application 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 Application 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.

6. PERSONAL DATA

This Application does not aim to collect personal data. All the information provided by You within the Application (i.e. skin tone, skin concern, first name, activities, picture) is stored on your device.

7. AMENDMENT TO THE APPLICATION AND THE TERMS OF USE

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

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

8. CREDITS

The Application was developed for the Publisher by Vinsol US Inc., a corporation with capital of USD 100, having its registered offices at 680 8th Street, Suite 255, San Francisco CA 94103, USA, registered with the Delaware Registry of Trade and Companies under number 6436799, email address: info@vinsol.com, telephone number: +1(415) 680 3362.

9. DISCLAIMER

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

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.

10. GOVERNING LAW AND DISPUTES

These Terms of Use shall be governed by the laws of Hong Kong SAR.

For any issue, please contact our Customer Service:

L'Oreal Hong Kong Limited
35/F., Sun Hung Kai Centre,
30 Harbour Road, Wan Chai, Hong Kong
Customer Service Email: cshotline@hk.loreal.com
Customer Service Hotline: (+852) 3180-1694

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

After said referral to Customer Service, any consumer dispute may be submitted to the Online Dispute Resolution Platform (*Plateforme de Règlement en Ligne des Litiges*), which is accessible via the following link: <https://webgate.ec.europa.eu/odr/>.

If the dispute cannot be resolved through said mediation process, it shall be referred to the courts of Hong Kong SAR which shall have exclusive jurisdiction.

11. SPECIFIC PROVISIONS FOR CERTAIN COUNTRIES

a. Severance and Waiver

If any provision of this Terms of Use is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Terms of Use, which shall remain in full force and effect. No waiver of any term of this Terms of Use shall be deemed a continuing waiver of such term or any other term.

b. Third Party Rights

Nothing in this Terms of Use is intended to confer on any third party (whether referred to in this Terms of Use by name, class, description or otherwise) any benefit or any right (under the Contracts (Rights of Third Parties) Ordinance or otherwise) to enforce any provision of this Terms of Use or any agreement entered into in connection with it.

c. Entire Agreement

Except as provided herein, these Terms of Use are the entire agreement between us and supersede any prior understanding or agreements (written or oral). Nothing in this clause will operate to limit or exclude either party's liability for fraud.

d. Language

This Terms of Use is available in English and Chinese. In the event of conflict between the two language versions of this Terms of Use, the English version will prevail. No other languages will apply to this Terms of Use.

應用程式的使用條款
MY SKIN TRACK UV
有效日期至 2019 年 6 月 11 日

歡迎使用此 MY SKIN TRACK UV 專用的應用程式(下稱為「應用程式」)。

請細心閱讀管轄本應用程式使用的本使用條款(下稱為「使用條款」)。閣下使用本應用程式，表示閣下完全同意此等使用條款。

就任何有關使用本應用程式的要求，閣下可以透過以下地址聯絡我們：香港灣仔港灣道 30 號，新鴻基中心 35 樓

法律通告

聯絡:電郵地址: cshotline@hk.loreal.com - 電話號碼:(+852) 3180-1694

發行商:歐萊雅香港有限公司，地址為香港灣仔港灣道三十號新鴻基中心三十五樓 (商業登記號碼為 012664)，代表並營運其旗下品牌 La Roche-Posay。(下稱為「發行商」或「我們」)。

12. 存取本應用程式

e. 誰可以使用該應用程式？

本應用程式僅供 14 歲以上人士存取和使用。

f. 如何下載和存取？

本應用程式僅可透過蘋果的 App Store (iOS)/Google Play Store (下稱「平台」)以電子方式下載。閣下可以從平台下載(i)本應用程式的複本；及(ii)按安裝期間和/或在平台發佈的指示把其安裝於電子裝置。

閣下可以自由下載及使用本應用程式而不需登入或創建帳號。

使用本應用程式和/或應用程式內的特定部分可能需要使用 PIN 碼。就此等情況閣下可以採用必要措施確保此等 PIN 碼保密。閣下可以隨時更改 PIN 碼。然而，嘗試使用本應用程式和/或應用程式內的特定部分的次數可能會被限制以防止任何人士以欺詐手段使用該 PIN 碼。若閣下發現任何疑似盜用的狀況，請通知我們。若出現任何違反以下此等使用條款的情況，我們保留暫停閣下存取應用程式的權利。

g. 適用於什麼裝置？

安裝和使用本應用程式的裝置需能連接互聯網。

應用程式與以下系統兼容：iOS/Android。

閣下應承擔任何有關裝置操作全部負責，並承擔任何在安裝、存取和下載本應用程式時所產生之任何電子通訊費用。

閣下的電訊供應商可能會就閣下在流動電話或平板電腦存取互聯網而收取額外費用。我們不會承擔任何有關因本應用程式更新而產生的數據或漫遊費用。

h. 應用程式的價格？

我們特此授予閣下免費使用本應用程式的許可。

閣下應承擔因存取和使用互聯網而產生的任何額外費用。

雖然我們會盡力確保應用程式隨時可用，但我們不能保證閣下在任何情況下均能存取該應用程式(維護、更新、不可抗力或其他我們無法控制的原因)。

13. 使用

c. 許可

閣下特此獲授權使用此應用程式，而非銷售予閣下。

截至本使用條款有效日期為止，並受下列條款規管，我們特此給予閣下非獨家、可撤回並不可轉讓的許可以使用此應用程式，使用應用程式期間嚴限個人及私人使用。本應用程式的用戶許可應適用於全球。

應用程式用戶應遵從此等使用條款並促使任何以閣下名義使用或代表閣下使用應用程式人士於使用時遵從此等使用條款。

d. 適用要求

有關使用本應用程式，閣下特此承諾不會：

- (a) 複製、仿制或使用本應用程式作任何此等使用條款未授權用途；
- (b) 嘗試(或鼓勵或支持他人嘗試)反向工程、解碼或分解本應用程式，除了按法律作互用之用；
- (c) 以任何方法改編、修正、更新或更改應用程式；
- (d) 根據本應用程式全部或部分創造任何衍生作品；
- (e) 在未取得我們的書面同意前披露或發佈本應用程式的性能測試報告；
- (f) 向任何第三方出租或轉讓本應用程式；
- (g) 覆蓋、刪除或更改任何有關我們知識產權的通知或示意；
- (h) 修改任何錯誤、失常、系統錯誤或其他影響本應用程式運作的失靈或故障。
- (i) 在我們指定禁用的國家下載本應用程式；
- (j) 使用本應用程式和/或通過應用程式映射任何第三方和或在未取得知識產權持有人事前同意的情況下使用受知識產權保護的材料作創作並發佈任何內容。閣下可以在取得有關知識產權持有人同意後，發佈任何合符歐萊雅集團規格的任何產品和或服務的廣告或推廣內容。在不影響上述條文的前提下，閣下應承擔透過本應用程式發佈的內容的所有相關責任。

14. 知識產權

d. 知識產權

研發此應用程式涉及重大投資。本應用程式及其包含的每個元素(例如，品牌、影像、文字、影片等)均受知識產權保護。不得在任何媒體因任何其他原因使用、複製或仿製本應用程式(全部或部分)，包括但不限於商業用途。

我們可能透過本應用程式向閣下提供閣下獲授權下載的內容(下稱為「可下載內容」)。僅作閣下個人及私人用途時，我們授予閣下免費以及根據法國及外國法例及國際公約，在受知識產權法例保護期間非獨家及不可轉讓的權利使用可下載內容。不得複製、陳述、修改或散佈本應用程式。透過下載或使用此等可下載內容，閣下同意在符合此等使用條款的情況下使用此等內容。

e. 第三方權利

我們特此提醒閣下，閣下若希望透過本應用程式發佈任何內容，閣下應確保從知識產權持有人取得使用此等相關內容的所有相關必需授權和權利，包括任何或所有知識產權和/或文字、藝術和/或工業產權，或出版權 (包括肖像權)。例如，閣下應確保取得就任何顯示近期建築物、廣告設計或可能出現的明顯設計(縮寫、標誌等)內容(特別是圖片)的相關權利。

f. 用戶內容

我們可能透過本應用程式向閣下提供一個專為用戶內容，例如文字、相片、影片、選項等(下稱為「**用戶內容**」)而設的空間。

當閣下透過應用程式發佈用戶內容，閣下特此向我們授權免版稅、不可撤回、非獨家、全球性並受法國、外國法例及國際公約(包括任何後續補充或條款修定)保護的知識版權期限內重製、顯示、使用、複製、編改、編輯、發佈、翻譯、進行二次創作、融入其他創作，發佈此等用戶內容(全部或部分)。

上述使用的授權應適用於歐萊雅集團或其子公司、其產品和或其品牌的所有內部及外部、企業或財務溝通、廣告及所有公共關係、記錄或保存用途，特別是在以下媒體：

- 任何型式、無限數量發佈，
- 在書面傳媒、無限數量印刷材料，
- 出版、無限數量印刷品、特別是為內部溝通，包括零售團隊和批發網絡(批發、零售商、代理商等)、展會簡介小冊子、商展、街站...；B2B 溝通、專業傳媒或其他無限數量的印刷品及/或數量；
- 透過任何網站以電子、資訊科技、數碼、多媒體、互聯網及內聯網發佈(無論網站和/或媒界，包括社交媒體例如面書、Twitter、Youtube 或 Dailymotion)；
- 透過任何廣告媒體(包括在零售地點發佈的廣告及在歐萊雅集團品牌產品)無限數量插播及廣播(下稱為「**媒體**」)。

我們等此通知閣下上述社交媒體和平台由第三方擁有，而透過上述社交媒體傳播和使用用戶內容受上述第三方定義的使用條款管轄。因此就有關社交網絡使用條款包括但不限於條款範圍，許可權利期限或移除內容，我們或任何第三方不會承擔任何使用內容的責任。閣下應根據社交網絡的使用條款負責處理有關使用用戶內容任何第三方申索。

另外，我們特此提醒閣下，任何內容均可能在搜查器搜索到並因此可以讓應用程式以外的觀眾存取。

此授權賦予我們編輯閣下的內容的可能性，即可主動修改和/或解釋任可此等我們可能視為有用的用戶內容，前提是用戶內容應不可更改閣下的圖片和文字。

此外，使用用戶內容可能會包括匿名資料例如閣下所在城市、國家或年齡，和/或，若得閣下同意，資料將可識別閣下的身份，例如閣下的姓氏，或閣下的暱稱。

任何此等閣下可以透過本應用程式發表的用戶內容應由閣下選擇並由閣下承擔全部責任。然而，我們希望提醒閣下用戶內容不應違背適用的法律或廣為接受的道德標準，或特此列明的原則。我們就此保留隨時移除任何此等用戶內容的權利，因為其可能不符合此等使用條款，包括行為守則。

另外，若閣下存取由其他用戶的創建的用戶內容，閣下需符合上述用戶權利並且閣下需，特別注意，不得在未取得相關用戶事前同意的情況下透過其他媒體複製或傳播上述已發表內容。

15. 行為守則

我們提倡互相忍讓及互相尊相尊重。

因此，當閣下使用本應用程式，閣下同意不：

- 傳播任何種族主義、暴力、仇外、惡意、粗魯不文、猥褻或不合法評論；
- 傳播可能會損害、誹謗、未授獲權、惡意或侵害私人或公共權利，煽動暴力、種族主義或種族仇恨或視為企圖或意圖進行特定罪行或違法行為的任何內容；
- 使用應用程式作政治、宣傳或傳教用途；
- 發佈任何與本應用程式顯示品牌互相矛盾的內容以推廣或推銷任何產品和/或服務。
- 分散應用程式的原本用途，包括用作交友服務；
- 傳播任何在未取得事前同意的情況下，直接或間接識別身份及特定身份識別資料，例如他們的姓氏、郵寄地址、電郵地址、電話號碼；
- 傳播任何可能令年幼用戶反感的資料或內容；
- 滋擾或恐嚇他人；
- 進行非法行為，包括可能侵犯任何人就使用軟件、標誌、照片、影像、文字、影片等權利；
- 傳播關於少數民族的內容(包括相片和影片)。

若閣下發現任何此等用戶內容可能違縱容反人權、煽動種族仇恨和/或暴力、或有關兒童色情物品等罪行，閣下應即時聯絡我們。閣下可透過以下電郵地址 cshotline@hk.loreal.com，或郵寄詳情到以下地址：香港灣仔港灣道 30 號新鴻基中心 35 樓，電郵地址/郵件中注明閣下發現相關內容的日期、閣下的身份、網址、有爭議的內容的形容和有關的內容作者的用戶 ID。

若閣下認為任何用戶內容違反上述原則、閣下的權利或任何第三方權利(例如，任何侵權、侮辱、違反私隱)，閣下可以寄送通知到以下電郵地址：cshotline@hk.loreal.com，或郵寄詳情到以下地址：香港灣仔港灣道 30 號新鴻基中心 35 樓，並在閣下的電郵地址/郵件中注明閣下發現相關內容的日期、閣下的身份、網址、有爭議的內容的形容和有關的內容作者的用戶 ID。

16. 應用程式內的資料

d. 一般性條文

除此之外，我們特此提醒閣下本應用程式內的可用的資料可能出現不準確或錯漏，特別是由第三方引起。我們特此承諾盡快移除不準確或補充應用程式內的此等資料。

e. 建議和美容概況

本應用程式和或工具提供建議以介定您的美容概況，仿如從專業美容顧問取得建議。他們提供的資料僅作參考用途並不應取代醫學診斷或臨床診治，亦不能取代醫學治療。因此，我們不保證閣下完全滿意由使用此工具所得結果產生的建議，並不承擔任何閣下將其作任何用途使用的責任。

就任何更深入的資料或有懷疑，我們建議閣下向閣下的醫師查詢。

f. 超文本連結

本應用程式內的超文本連結可能令閣下轉跳到由第三方發佈的網站，而我們無法控制此等網站的內容。相對地，本應用程式內描的超文本連結僅作輔助閣下的互聯網體驗之用，閣下應全權自行權定轉跳到任第三方網站並承擔所有責任。

17. 個人資料

本應用程式不以收集個人資料為目的。所有閣下在應用程式內提供的資料(例如膚色、皮膚問題、姓氏、活動、圖片)將儲存在閣下的裝置中。

18. 修改應用程式及使用條款

我們可能修改應用程式內和使用條款內的內容和資料，特別是為任何新適用法律和/或法例合規和/或改善本應用程式而進行的修改。

任何修改會在此等使用條款生效前透過應用程式通知閣下。除非修改需要取得閣下表明同意，則閣下繼續使用本應用程式將視為閣下接受新的使用條款。

19. 鳴謝

本應用程式由 Vinsol US Inc.,為發行商研發，公司資產為 100 美元，地址為 680 8th Street, Suite 255, San Francisco CA 94103, USA，登記於 Delaware Registry of Trade and Companies，登記號碼為 6436799，電郵地址為：info@vinsol.com，電話號碼為：+1(415) 680 3362。

20. 免責聲明

我們會盡力確保本應用程式和可下載內容隨時可使用。然而，我們無法保證本應用程式的永久可用性和存取性。我們的確可能需要暫時暫停全部或部分應用程式部的存取，特別當作技術維護之用。

因此特此指明互聯網和資訊科技或電訊網絡可能會出現故障及可能出現服務中斷或故障服務。我們無法在這一方面作任何保證亦因而不會就任何因與使用互聯網或資訊科技或電訊網絡而造成的損害而承擔責任，包括但不限於：

- 連接不良和/或透過互聯網收取任何數據和/或資料；
- 任何外部入侵或電腦病毒；
- 任何默認接收器材或通訊網絡；及
- 任何可能影響本應用程式正常運作的互聯網故障。

最後，我們的責任應限於直接損失，而不包括任何其他損害或損失。更具體而言，任何間接損失，關於但不限於任何利潤、收入或商譽相關的任何損失。

21. 管轄法律及糾紛

此等使用條款受香港特別行政區法律管轄。

若有任何疑問，請聯絡我們的顧客服務：

歐萊雅香港集團。
香港灣仔港灣道 30 號
新鴻基中心 35 樓
顧客服務部電郵：cshotline@hk.loreal.com
顧客服務部熱線：(+852) 3180-1694

根據適用法律規管，任何顧客糾紛應先以書面提交予上述地址的顧客服務中心。

顧客服務部收到上述轉介後，提交到網上糾紛調解平台(*Plateforme de Règlement en Ligne des Litiges*)。可以透過以下網址存取：<https://webgate.ec.europa.eu/odr/>。

若糾爭無法透過上述方法調解，則可轉介到有專屬司法權管轄的香港特別行政區法庭。

22. 特定國家的指定條款

e. 撤消及括免

若本使用條款的任何條款在任何司法區的任何法律中不適用，則該不適用條款不會影響其他部分，而其他條款仍維持十足效力及有效。括免本使用條款的任何條款不應視為繼續括免此等條款或任何其他條款。

f. 第三方權利

本條款內沒有任何授予任何第三方(無論是指此使用條款的名稱、種類、描述或其他)任何利益或任何權利(根據合同(第三方權利)法或其他)執行任何本使用條款的條款或任何有關的合同。

g. 完整協議

除非另有在此規定，本使用條款為我們之間而且取代任何此前定立的諒解和協議(書面或口頭)。本條不適用於其中一方需就欺詐而承擔的責任。

h. 語言

本使用條款有中英文版本。如果本使用條款的兩種語言版本之間存在衝突，則以英文版本為準。其他語言不適用於本使用條款。
