

TERMS OF USE

Last Modified: July 2016

Coty Inc. and its affiliates and subsidiaries (collectively “**Coty**”) welcome you to the website accessible at www.coty.com and Coty’s various brand websites, including any mobile versions thereof or related mobile applications (collectively, the “**Coty Sites**”).

Coty offers the Coty Sites, including all information, tools and services available on the Coty Sites, to you, the user, subject to your acceptance of these Terms. Your continued access and use of any Coty Site constitutes your agreement to these Terms. If you do not wish to be bound by these Terms of Use, please do not use any Coty Site.

[Additional Terms](#)

[Privacy Policy](#)

[License & Site Access](#)

[Content You Submit](#)

[User Accounts](#)

[Accuracy & Availability of Products](#)

[Third Party Content](#)

[Site Disruptions](#)

[Disclaimers and Limitations of Liability](#)

[Indemnity](#)

[Changes to the Coty Sites](#)

[Trademarks](#)

[Export Control](#)

[General](#)

[Updates to These Terms](#)

[Contact Us](#)

Additional terms

Certain features or services offered on the Coty Sites may be subject to separate guidelines, terms and conditions which may be posted by Coty from time to time (“**Additional Terms**”). All Additional Terms are hereby incorporated by reference into these Terms. In most cases the Additional Terms are specific to a particular feature of a Coty Site or a service or offering provided on a Coty Site, but to the

extent of any inconsistency between these Terms and any Additional Terms, these Terms will prevail.

Privacy policy

The Coty Privacy Policy provides information and notices concerning Coty's collection and use of your personal and non-personal information with respect to the Coty Sites. By accessing, downloading or using the Coty Sites and accepting these Terms, you are also subject to the Coty Privacy Policy located at <http://coty.com/privacy-policy>, which is hereby incorporated into and made part of these Terms.

License & site access

All content included on the Coty Sites (including but not limited to, text, design, graphics, logos, button icons, images, sounds, audio clips, digital downloads, data compilations and software, as well as the selection and arrangement thereof) (collectively, "**Coty Content**"), is the exclusive property of Coty, its licensors or its content suppliers and is protected by United States and/or foreign copyright, trademark and other applicable laws.

Coty grants you a limited, revocable and non-exclusive license to access and make personal and non-commercial use of the Coty Sites, subject to the terms of these Terms. Coty strictly prohibits all other uses of the Coty Sites and Coty Content, including but not limited to:

- any downloading, copying, modifying or other use of the Coty Sites or Coty Content for any purposes competitive to Coty or for the benefit of another vendor or any third party;
- framing or utilizing framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form);
- any collection and use of any product listings, descriptions, or prices;
- any use of any meta tags or any other "hidden text" utilizing Coty's name or trademarks;
- any use of data mining, robots, or similar data gathering and extraction tools.
- any caching or linking to a Coty Site, including in a manner that portrays Coty or its products or services in a false, misleading, derogatory, offensive or any other manner which Coty in its sole discretion, may find to be objectionable; and
- any uploading, posting or transmitting of any material that contains software viruses

or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer.

You are responsible for obtaining access to the Coty Sites, and any third-party fees (such as Internet service provider or airtime charges). You must provide and are responsible for all equipment necessary to access the Coty Sites. You may not bypass any measures that have been implemented to prevent or restrict access to the Coty Sites. Any unauthorized access to the Coty Sites by you shall terminate the permission or license granted to you by Coty.

Coty may terminate the foregoing licenses at any time for any reason or no reason, with or without notice, including for any unauthorized use. Except for the rights and licenses expressly granted, Coty reserves all other rights and no other rights are granted by implication or otherwise.

Content you submit

Visitors may post reviews, comments, and other content, send e-cards and other communications, and submit suggestions, ideas, comments, questions, or other information or materials (collectively, "**User Content**") on or through the Coty Sites, provided that the User Content:

- is not confidential and proprietary (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
- does not violate or infringe any patent, trademark, trade secret, copyright or other proprietary or privacy rights of any third party and is not illegal, obscene, threatening, defamatory, objectionable, or otherwise injurious to any third party;
- does not contain software viruses or malware;
- does not consist of political campaigning, chain letters, mass mailings, or any form of "Spam".
- does not contain advertisements or solicitations of any kind, or other commercial content;
- is not designed to impersonate any person or entity and does not use a false e-mail address, impersonate any person or entity, or otherwise misleading as to the source;
- does not contain messages by non-spokesperson employees of Coty or any of its brands purporting to speak on behalf of Coty or containing confidential information or expressing opinions concerning Coty and its brands;
- does not offer unauthorized downloads of any copyrighted, confidential or private information; and
- does not contain personal information (such as messages that include phone

numbers, government identifiers, payment card information, account numbers, addresses or employer references), unless Coty expressly asks you to provide such information.

Coty is not obligated to, but reserves the right, to monitor, remove or edit User Content in its sole discretion.

If you do post any User Content, you grant Coty a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, broadcast, and display such User Content throughout the world in any media. You grant Coty and its sublicensees the right to use throughout the world the name that you submit in connection with your User Content, if we or they so choose. You represent and warrant: that you own or otherwise control all of the rights to your User Content that you post;; that use of your User Content does not violate these Terms nor infringes, misappropriates or violates any third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy; that your User Content does not violate any applicable laws or regulations and will not cause injury to any person or entity; and that you will indemnify Coty, including licensors against all claims, including an attorneys' fees relating to that defence thereof, resulting from your User Content. To the full extent permissible by applicable law, Coty takes no responsibility and assumes no liability for any User Content posted by you or any third party on or through a Coty Site.

User accounts

Certain Coty Sites may allow you to create a user account (“**Account**”). You may only create an Account if you are over thirteen (13) years of age, and provide accurate registration information as required by the applicable Coty Site. You are responsible for maintaining the confidentiality of your Account username and password and for restricting access to your computer. You are responsible for keeping such information current, complete, accurate and truthful. You agree to accept responsibility for all activities that occur under your Account and to provide only current, complete, accurate and truthful information. You agree to immediately notify Coty of any unauthorised use of your password or Account and any other breach of security. Coty cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

We reserve the right to refuse service and/or suspend or terminate Accounts without prior notice if these Terms are violated or if we decide, in our sole discretion, that it would be in Coty's best interests to do so.

Accuracy & availability of products

Coty attempts to be accurate at all times when describing our products on a Coty Site. However, Coty does not warrant that descriptions and any other content or information accessible on the Coty Sites are accurate, complete, reliable, current or error-free.

Reference to any product or service on a Coty Site does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available directly by Coty to customers, available in all countries, or that the name, description or specification of the product or service will be the same as that included on the Coty Site. Specific advice concerning the availability and suitability of any particular product or service should be sought from the local Coty affiliate or distributor concerned.

Third party content

On certain Coty Sites, third parties other than Coty may operate stores, provide services or sell product lines on the Coty Sites, or you may find links to certain other third party websites (collectively, “**Third Party Sites**”). Coty is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content, security or privacy practices of any Third Party Site. Coty does not assume any responsibility or liability for the actions, products, and/or content of any of these Third Party Sites. We encourage you to carefully review each Third Party Site’s privacy policy and other terms and conditions of use.

Site disruptions

Coty makes its best efforts to minimize the disruptions on the Coty Sites. However, Coty does not warrant that the Coty Sites will be error-free and that our services will not be interrupted or otherwise affected by any problems or bugs. Coty does not assume any responsibility or liability for such problems or bugs.

Disclaimers and limitation of liability

THE COTY SITES ARE PROVIDED BY COTY ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COTY SITES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THE COTY SITES.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE COTY SITES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COTY DOES NOT WARRANT THAT THE COTY SITES, THEIR SERVERS, OR E-MAILS SENT FROM COTY OR ON COTY'S BEHALF BY ITS SERVICE PROVIDERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COTY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE COTY SITES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnity

You will indemnify and hold harmless Coty Inc., its parent, subsidiaries and affiliates and their directors, employees, representatives, agents, licensors, and service providers (the "**Coty Parties**") from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by the Coty Parties, and shall defend the Coty Parties against any and all claims arising out of (1) your breach of these Terms; (2) fraud you commit, or your intentional misconduct or gross negligence; or (3) your violation of any applicable U.S. or foreign law or the rights of a third party. The applicable Coty Party will control the defense of any claim to which this indemnity may apply, and in any event, you shall not settle any claim without the prior written approval of such Coty Party.

Changes to the COTY sites

Coty may terminate these Terms and deny you access to one or more of the Coty Sites (or any part thereof) at any time, immediately and without notice, if in Coty's sole discretion you fail to comply with any term or condition of these Terms.

Coty also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Coty Sites (or any part thereof) with or without notice. You agree that Coty shall not be liable to you or to any third party for any termination of access or for any modification, suspension or discontinuance of the Coty Sites.

Trademarks

The trademarks, tradenames, service names, logos, marks of indicia or other proprietary graphics displayed on the Coty Sites (collectively, "**Marks**") are the property of Coty or its licensors, content providers or other parties under applicable trademark laws of the United States and other countries. All other trademarks not owned by Coty or its subsidiaries that appear on the Coty Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Coty or its subsidiaries.

You are prohibited from using or displaying any of Marks appearing on any Coty Site in any manner including, but not limited to use as meta tags on other pages or sites without the written permission of Coty or such third party which may own the applicable Mark.

Claims of copyright infringement

It is Coty's policy to respond to claims of copyright infringement. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), notifications of claimed copyright infringement by third parties should be sent to Coty's Copyright Agent. If you believe that your copyrighted work is being used on a Coty Site in a way that constitutes copyright infringement, please notify our Copyright Agent in writing with the following information (to be effective, the notification must be in writing and provided to our Copyright Agent):

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to Coty's Agent that includes the following:

(a) an electronic or physical signature of the person authorized to act on behalf of the

owner of the copyright;

(b) a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material that you claim is infringing is located on the applicable Coty Site;

(d) your address, telephone number, and, if available, email address;

(e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please be advised that you may be held liable for damages based on certain material misrepresentations contained in a DMCA infringement notice.

Coty's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

by email: DMCA-agent@cotyinc.com

by mail: Coty Copyright Agent, Coty Inc., 350 Fifth Avenue, 17th Floor New York, New York 10118.

by phone: 212-479-4300

Export control

You acknowledge that any purchased goods licensed or sold on the Coty Sites may be subject to the customs and export control laws and regulations of the United States and the customs and export laws and regulations of the country in which the products are otherwise sold, manufactured and/or received, as applicable. By purchasing, downloading or using technology or software from the Coty Sites, you agree to abide by the applicable laws, rules and regulations and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

General

These Terms, including the Coty Privacy Policy located at <http://coty.com/privacy-policy>, and any Additional Terms you may enter into with Coty in connection with the Coty Sites, shall constitute the entire agreement between you and Coty concerning the Coty Sites.

To the fullest extent permitted by law, use of the Coty Sites, and any dispute of any sort that might arise between you and Coty, shall be governed by all applicable federal laws of the United States and the laws of the State of New York, without giving effect to its conflict of laws provision. To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the Coty Sites shall be instituted in a state or federal court sitting in New York, New York.

The failure of Coty to act with respect to a breach of these Terms by you or others does not waive Coty's right to act with respect to subsequent or similar breaches. If any content on the Coty Sites, or your use of the Coty Sites, is contrary to the laws of the place where you reside when you access the Coty Sites, the Coty Sites are not intended for you, and we ask you not to use the Coty Sites. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

You may not assign these Terms (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of Coty, which may be withheld at Coty's sole discretion. Any attempted assignment that does not comply with these Terms shall be null and void. Coty may assign these Terms, in whole or in part, to any third party in its sole discretion.

Updates to these terms

To the full extent permissible by applicable law in your jurisdiction, Coty reserves the right to modify or update these Terms at any time without notice and your continued use of the Coty Sites after we post any revised Terms means you agree to be bound by such modifications or updates. We will notify you of any changes to these Terms by posting a new Terms of Use and updating the "last modified" date at the top of this page.

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

Contact us

If you have any questions or comments regarding these Terms, or sending us an [email](#) or send a letter to: E-business Consumer Contact, Coty Inc., 350 Fifth Avenue, 17th Floor New York, NY 10118.