

L'OREAL HONG KONG LIMITED

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You acknowledge that your use of the Website, including the Content is at your own risk. If you are dissatisfied with the Website, the Terms or any or the Content your sole remedy is to discontinue use of the Website.

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You accept that L'Oréal has the right to change the content or technical specifications of any aspect of the Website at any time at L'Oréal's sole discretion. You further accept that such changes may result in your being unable to access the website.

INDEMNITY

You agree to indemnify, defend, and hold harmless each of L'Oréal , its employees, representatives and agents, from and against any claims, actions, demands or other proceedings brought against any of L'Oréal , its employees, representatives or agents, by a third party, to the extent that such claim, suit, action or other proceeding brought against L'Oréal , its employees, representatives, suppliers, or agents is based on or arises in connection with:

- (a) your use of the Website;
- (b) any breach by you of the Terms;
- (c) a claim that any use of the Website by you:
 - (i) infringes any intellectual property rights of any third party, or any right of personality or publicity, or
 - (ii) is libellous or defamatory, or otherwise results in injury or damage to any third party;
- (d) any deletions, additions, insertions, or alterations to, or any unauthorised use of, the Website by you; or
- (e) any misrepresentation or breach of representation or warranty made by you contained herein.

References in this section of the Terms to your use of the Website shall be deemed to include any use by a third party where such a third party accesses the Website using your computer. You agree to pay L'Oréal , its employees, representatives, and agents any and all costs, damages, and expenses (including reasonable legal fees) awarded against any of them or otherwise incurred by any of them in connection with or arising from any such third party claim, suit, action or proceeding attributable to any such third party claim.

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You agree that L'Oréal may use and/or disclose information about your demographics and use of the Website in a manner that does not reveal your identity.

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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 Website 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.

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SEVERANCE AND WAIVER

If any provision of this Agreement 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 Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a continuing waiver of such term or any other term.

THIRD PARTY RIGHTS

Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement 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 Agreement or any agreement entered into in connection with it.

ENTIRE AGREEMENT

Except as provided herein, these terms and conditions 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.

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