

Terms of Use for the Cosmetics Europe Extranet

1. APPLICATION OF THE TERMS

- 1.1 These terms of use (hereinafter referred to as the “**Terms**”) for the Cosmetics Europe Extranet (hereinafter referred to as the “**Extranet**”) are between Cosmetics Europe – The Personal Care Association AISBL, Avenue Herrmann-Debroux, 40/4, 1160 Brussels, Belgium, registered under number 0538.183.318 (hereinafter referred to as “**Cosmetics Europe**” or “**we**”) and you (hereinafter referred to as “**You**” or the “**User**”) (hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”). If you are entering into this agreement on behalf of a company or other entity, you represent that you are the employee or agent of such company (or other entity) and you have the authority to enter into this agreement on behalf of such company (or other entity).
- 1.2 The Terms set out on this webpage govern your use of the Extranet. By accessing or using the Extranet in any manner, including, but not limited to, visiting or browsing the Extranet or contributing content or other materials to the Extranet (hereinafter referred to as “**Access and Use**”), you agree to be bound by these Terms. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Cosmetics Europe without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- 1.3 Please read these Terms carefully before you start to Access and/or Use the Extranet.
- 1.4 By using the Extranet, you signify your acceptance of these Terms. If you do not agree to the Terms or any other such provisions or notices in force from time to time, you are not permitted to Access or Use the Extranet and must refrain from doing so.
- 1.5 Cosmetics Europe may revise these Terms at any time and will post any changes on the Extranet. You should check those pages from time to time to keep up to date with any such changes. You will be deemed to have accepted the revised Terms by continuing to access or use the Extranet after any changes to them have been made.

2. PRIVACY

2.1 Cosmetics Europe processes your personal data in compliance with applicable data protection laws, including the General Data Protection Regulation (hereinafter referred to as the “**GDPR**”) and any applicable data protection laws and in accordance with its [Privacy Policy](#).

2.2 In particular, Cosmetics Europe processes the following personal data:

- identification data (including email address, photo, job title and company) provided by individuals who register themselves on the Extranet;
- identification data and contact details of individuals who register to the newsletters and communications from Cosmetics Europe on the Extranet;
- Comments, discussions and information shared by registered users who participate to discussion forums on the Extranet;
- IP address, time of access, browser type, files downloaded to gather usage statistics of the Extranet.

Any question related to the privacy may be addressed to Cosmetics Europe, as the controller at the following address: myprivacy@cosmeticseurope.eu.

2.3 Use of cookies

The Extranet uses cookies in accordance with our [Cookies Policy](#).

3. COPYRIGHT, TRADEMARK AND OTHER INTELLECTUAL PROPRETY PROTECTION

3.1 Except as otherwise indicated, all materials on the Extranet, including, but not limited to, position papers, briefings, slides, brochures, and other material are protected by copyrights, trademarks and/or intellectual property rights owned, or used with permission of their owners, by Cosmetics Europe.

3.2 The Extranet as a whole is protected by copyright (copyright © Cosmetics Europe (CE)) and other intellectual property rights. All rights reserved. This copyright extends to and includes all images, text and programming code herein.

3.3 The materials contained on the Extranet are displayed for information and internal communication purposes only. The Extranet is solely for use by Cosmetics Europe employees, members and certain external contractors. No right, title or interest in any material or software

is transferred to you as a result of downloading or copying of any material on the Extranet. You may not reproduce, publish, transmit, distribute, display, remove, delete, add to, otherwise modify, create derivative works from, sell or participate in any sale of any of the materials on the Extranet. Any other use of materials on the Extranet, including reproduction for purposes other than those noted above, modification, distribution or republication, without the prior express written permission of Cosmetics Europe is strictly prohibited.

4. ACCESS AND USE OF THE EXTRANET

4.1 Password: You will be required to choose a password. Such Password may only be used by you. You are required to keep the password strictly confidential.

4.2 If Access and Use of the Extranet have been provided to you in connection with your employment or as per a contractual arrangement with Cosmetics Europe, you must cease all Access and Use of the Extranet when your employment terminates or when the contract terminates.

4.3 While Cosmetics Europe has ensured an appropriate level of security of the Extranet to protect all confidential information, posting of any confidential or proprietary information is under the User's sole responsibility and Cosmetics Europe reserves the right to remove any inappropriate content. Users must indemnify and keep Cosmetics Europe harmless against any and all third party (including other Users) claims against Cosmetics Europe with respect to content posted by the User.

4.4 The Extranet and the materials, information, services, and products in this Extranet, including, without limitation, text, graphics, and links, are provided "as is" and without warranties of any kind, whether express or implied in particular in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

4.5 Cosmetics Europe does not represent or warrant that the functions contained in the Extranet will be uninterrupted or error-free, that defects will be corrected, or that the Extranet or the server that makes the Extranet available are free of viruses or other harmful components.

4.6 The Extranet may contain links to other sites. Cosmetics Europe is not responsible for the availability of, or any content or material contained in, or obtained through, any such sites. Cosmetics Europe has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Cosmetics Europe. These linked sites are only for

your convenience and therefore you access them at your own risk. Links do not imply that Cosmetics Europe sponsors, endorses, is affiliated with or associated with, or has been legally authorised to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such linked sites. Any questions or comments relating to such other sites should be addressed to the operator or operators of those sites.

5. AVAILABILITY OF THE EXTRANET

5.1 You agree that Cosmetics Europe exclusively reserves the right and may, at any time and without notice and any liability to you, modify or discontinue the Extranet and its services or delete the data you provide, whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.

6. LIMITATION OF LIABILITY

6.1 In no event shall Cosmetics Europe be liable for any direct, indirect, consequential damages, or any damages whatsoever, in connection with the Access, the Use, the inability to Use, or performance of the information, services and materials available from the Extranet.

7. GOVERNING LAW AND JURISDICTION

7.1 These Terms shall be governed in all respects by the laws of Belgium, excluding its conflicts of laws provisions.

7.2 In case of a dispute arising out of or in connection with these Terms, the Parties shall first attempt in good faith to reach an amicable settlement. Should such amicable settlement fail, the courts of Brussels shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with these Terms.

8. MISCELLANEOUS

- 8.1 Severability. If any provision of these Terms is, for any reason, held to be illegal, invalid or unenforceable in any respect, such provision shall be ineffective solely to the extent of such illegality, invalidity or unenforceability without invalidating the remainder of these Terms, which will continue in full force and effect without said provision(s) and shall be interpreted in a manner most closely reflecting the original intent of the Parties.
- 8.2 No waiver. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision.
- 8.3 Force Majeure. Neither Party will be responsible for any failure to meet any obligations due to matters beyond its reasonable control provided reasonable efforts have been made to perform them.

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