

GENERAL TERMS AND CONDITIONS OF ACCESS AND USE – VIRTUAL SHOWROOM REALITY

Applicable as from 16 November 2020

Table of Contents

- Legal information 2
- Description of the Site..... 2
- Terms of access to the Site and acceptance of the General Terms of Use 2
- Content uploaded by the Users - Warranties..... 2
- Content featuring on the Site..... 4
- Use of the Site 4
- Liability - Warranties 5
- Unlawful content..... 5
- Reporting Infringing Content, Offensive Content or any other Unlawful Content 5
- Third party web sites 6
- Termination 6
- Complaints – disputes 6
- Applicable law 6
- Miscellaneous..... 7

Welcome to our virtual showroom One Fragrance SHISEIDO accessible at :Onefragranceseminar.shiseido.com (the “Site”). BEAUTE PRESTIGE INTERNATIONAL, the trading name of which is SHISEIDO EMEA, the exclusive distributor of the perfume and cosmetic products under the ISSEY MIYAKE, NARCISO RODRIGUEZ, ZADIG & VOLTAIRE, DOLCE & GABBANA trademarks and LES SALONS DU PALAIS ROYAL SHISEIDO, exclusive distributor of the perfume and cosmetic products under the SERGE LUTENS brand (“Shiseido”, “we” or “our”) agrees to provide you (“you” or “the User”) with the services that are available on the Site, subject to your compliance with these General Terms and Conditions of Access and Use (the “General Terms of Use”). By accessing or using the Site, you acknowledge having read and understood and agree to be bound by these General Terms of Use, without limitations or reservations.

We may from time to time modify the Site and these General Terms of Use. We therefore recommend that you access and read the General Terms of Use regularly in order to ensure that you are acquainted with the latest version.

Shiseido may stop providing access to all or part of the Site at its sole discretion, at any point in time, with or without prior notification. Should Shiseido be compelled by a court ruling or by law to immediately bar access to the Site, Shiseido may not be able to give any notice prior to doing so.

Legal information

The Site is published by BEAUTE PRESTIGE INTERNATIONAL, the trading name of which is SHISEIDO EMEA, a simplified joint-stock company under French law; share capital: 32,937,216 euros; registered in Paris, France under no. 379 445 984 (EU VAT number: FR90379445984); registered address: 56A rue du Faubourg Saint-Honoré, 75008 Paris, France (onefragranceseminar@emea.shiseido.com; +33 186 76 50 00).

The publishing manager is Franck MARILLY, President.

The Site is hosted by AWS France, 52 rue du Port – 92 000 Nanterre, France.

Description of the Site

Shiseido provides the Site which is a 3D virtual showroom that can be used to train teams worldwide on new products.

The Site will be accessible via computer, mobile phone or tablet computer.

Terms of access to the Site and acceptance of the General Terms of Use

A password is required to access the Site. The Password will be regularly renewed. Each month passwords will be generated and sent to the project teams in Paris who will send it to the manager in each country.

In order to benefit from the services offered on the Site and from the contracts on the Site, you must: (a) be at least 18 years old, (b) work as a trainer and represent the perfumes and cosmetics products under the brands Issey Miyake, Narciso Rodriguez, Zadig & Voltaire, Dolce & Gabbana and Serge Lutens, and (c) have accepted these General Terms of Use.

To register on the Site, Users should take the following steps:

- (i) Go on :Onefragranceseminar.shiseido.com.
- (ii) Enter the access code communicated by the manager in each country.

Any modification of these General Terms of Use shall be brought to your attention by being displayed on the Site, or by way of notification with reasonable notice. If you do not accept the new General Terms of Use, you should request the cancellation of your user account and stop using the Site. Failing this, you shall be deemed to have accepted the new General Terms of Use upon expiry of the abovementioned period of notice.

Content uploaded by the Users - Warranties

Content of the User Content and Questions/Answers and Guarantees:

Users may upload content on the Site provided said content is only a translation of already existing content (the "Content"). In doing so, these Users undertake not to publish any content:

- that is defamatory, obscene, infringes the privacy or the personality rights of any third parties, contains threats or insults, constitutes harassment, or is insulting, hateful, pornographic, violent, constitutes Infringing Content or Offensive Content (as defined below) or any content that Shiseido considers to be inappropriate;
- that induces people into wrongly believing that you are someone else or part of a particular organisation, including a member of the personnel of Shiseido, or that induces people into wrongly believing that you are affiliated with a third party person or entity;
- that contains viruses, corrupted files or any other software applications or programs that may significantly affect the operation of the Site or of one of its functionalities;
- that you know is wrong, inaccurate or fallacious;
- that infringes the rules of business secrecy or any confidentiality obligation;
- that runs counter to any law or court ruling, or any decree or regulation (such as, but not limited to, the rules that govern consumer protection, acts of unfair competition, discrimination or misleading advertising);
- for which you have been paid or have received any remuneration from an unapproved third party;
- that includes references to other web sites, addresses, e-mail addresses, contact details or telephone numbers;

Moreover, by leaving a Content on the Site, you guarantee:

- that you are the sole author and sole holder of the intellectual property rights over the content;
- that any content that you publish is accurate;
- that you are at least 18 years old;
- that the use of the Content that you are leaving does not infringe the General Terms of Use of the Site, and does not harm any person or entity.

You hereby recognise that you, and not Shiseido, are responsible for the content of your review.

You therefore guarantee that you hold all the rights (including in particular the intellectual property rights and the image rights) to the Content that you leave on the Site. You accordingly guarantee that the display, publication or submission of any Content that you leave on the Site does not infringe the personality rights or the intellectual property rights of third parties.

You grant Shiseido an unrestricted, royalty-free, non-exclusive, perpetual licence to use the Content for any purpose whatsoever.

You undertake to compensate us and our senior officers, directors, employees, representatives and agents for any claim or action (including reasonable lawyers' fees and related legal costs), should any claims or actions be brought against them based on (i) your infringement of any provision of these General Terms of Use, or (ii) an allegation by a third party that a Content that you posted on the Site infringes their intellectual property rights (such as, but not limited to, copyright, related rights, patents, trademarks, commercial logos, titles or drawings) or any other right of a third party (such as, but not limited to, privacy and image rights).

Should a third party file a claim or action as described above, you hereby undertake, at our request, to immediately provide us with full disclosure of any necessary exhaustive and truthful information to assess the merits of this claim and organise our defence.

Shiseido, its servants and agents, subsidiaries, partners or third party service providers as well as their respective directors, representatives and employees, shall not be bound by any confidentiality obligation in respect of all or part of the Content that you publish on the Site.

Content featuring on the Site

The content featuring on this Site and provided by Shiseido, including any artwork, graphical representations, photographs, images, screen dumps, texts, music, video clips, trademarks, logos, product names and names of personalities, slogans and any combination of these elements (the “Shiseido Content”) belongs to Shiseido and is protected in the European Union, in the United States and worldwide by trademark and copyright law and other intellectual property laws.

You are therefore not authorised to copy, reproduce, show or sell all or part of the Site and/or the Shiseido Content in any way whatsoever, nor to create works derived wholly or partially from the Site and/or the Shiseido Content.

Any unauthorised use of the Shiseido Content shall constitute an infringement of intellectual property rights and might give rise to civil action or criminal prosecution.

You agree not to download, display or use any Shiseido Content featuring on the Site in order to use it in any publication, public performance, on other web sites than this Site, for any commercial purpose, in connection with goods or services that are not those of Shiseido, in any way that might give rise to confusion in the minds of consumers, that harms or discredits Shiseido, that detracts from the rights of Shiseido, or that infringes its intellectual property rights in any other way. You moreover hereby undertake to refrain from misappropriating and misusing any Shiseido Content featuring on this Site by any other means.

Use of the Site

When you use the Site, you undertake:

- Not to use right given by Shiseido to Users to publish Content on the Site for illicit, criminal, wrongful purposes, or in ways that infringe the privacy of third parties, that constitute harassment or defamation, or that are obscene, threatening or hateful;
- Not to download, post, reproduce or distribute information, software or other elements protected by copyright or by any other intellectual property right (as well as any personality right and right to privacy) without having first secured permission from the holders of these rights;
- Not to gather or store any personal data concerning other Users;
- Not to use the Site for any commercial purposes. You therefore undertake for instance not to download, post, send by e-mail or otherwise transmit any advertising or promotional content, such as any unsolicited e-mail, surveys, spam, chain e-mails, pyramid sales schemes or any other form of unauthorised solicitation or communication;
- Not to download, post, send by e-mail or otherwise transmit any element containing computer viruses or other computer codes, files or programs that might interrupt, limit or interfere with the operation of any computer hardware or software, any telecommunication equipment or the Site itself;
- Not to “reverse engineer”, decompile and modify the applications or the computer codes linked to the Site.

Any person who violates the foregoing undertakings may be banned from accessing the Site.

Liability - Warranties

The Users shall be responsible for the storage and the use of the access code communicated to them by the manager in each country. The Users can not share it with third parties. The Users must preserve the confidentiality and secrecy of this data. Users who suspect that the password are being misused by a third party must immediately notify this to Shiseido by writing to the following address: onefranceseminar@emea.shiseido.com.

THIS SITE IS HEREBY PROVIDED "AS IS". Shiseido does not guarantee the long-term viability or the performances of the services that are accessible on the Site, nor that these services are free of bugs or other flaws, given that the existence of programming errors or the occurrence of technical incidents cannot be ruled out.

Shiseido hereby disclaims liability for any inconvenience or damage inherent to the use of the Internet network, such as breakdowns of the service, external intrusions or the presence of computer viruses, or the impossibility to access the Site owing to maintenance operations, technical breakdowns, force majeure or any circumstance beyond its control.

Shiseido hereby disclaims liability for insignificant errors that might affect the elements presented on the Site, such as the information about and descriptions of the products.

Each User shall be responsible for their computer equipment, their data and software applications, as well as their connection to the network enabling them to access the Site. Shiseido hereby disclaims liability for the configuration, the performances or the compatibility of the User's equipment with the Site.

Unlawful content

Any unlawful content or content that Shiseido believes is unlawful ("Unlawful Content") that is brought to its attention shall be immediately removed from the Site. The term Unlawful Content shall specifically comprise Infringing Content, as defined below, and content constituting an apologia for crimes against humanity, inciting acts of terrorism and constituting an apologia for same, content that incites racial hatred, hatred against persons on account of their gender, their sexual orientation or sexual identity, or their handicaps, as well as content featuring child pornography, content that incites violence, such as violence against women, and content that runs counter to human dignity ("Offensive Content"). Any Offensive Content shall also be notified to the appropriate authorities.

Reporting Infringing Content, Offensive Content or any other Unlawful Content

(1) Reporting Offensive Content

In case you come across any Offensive Content on the Site, we would be grateful if you would immediately report this to us by contacting : onefranceseminar@emea.shiseido.com.

(2) Reporting Infringing Content or other Unlawful Content

If you hold the trademark rights or copyright over a drawing, model or other material and you consider that any content published on the Site infringes your intellectual property rights ("Infringing Content"), or if you have witnessed the presence of Unlawful Content on the Site, you may request its removal

by contacting Shiseido at : onefranceseminar@emea.shiseido.com. In your notification, should be mentioned the following information:

- a. The date of the notification;
- b. If you are a natural person, your first name, family name, profession, domicile, nationality and birthplace;
- c. A description of the content that you believe infringes your rights or is unlawful, as well as the reasons why you believe it should be removed, with enough details to enable us to locate it on the Site;
- d. The reasons why the content should be removed, including a statement of the applicable legal provisions and evidence for the facts that are alleged;
- e. A copy of the correspondence sent to the author or to the publisher of the Infringing Content requesting its removal or, failing that, evidence that the author or the publisher could not be contacted.

Upon receipt of your notification, Shiseido will assess it and determine whether the content should be removed from the Site. In case of absence of any of the abovementioned information in your notification, we might not be able to remove the notified content.

Third party web sites

The Site may contain links to third party web sites that are not operated by Shiseido nor linked to Shiseido. These hypertext links are provided for your information and convenience and are not sponsored by Shiseido or affiliated with the Site or with Shiseido. Shiseido hereby disclaims liability concerning Users' experience while using third party web sites that they accessed to via the Site. Once Users are re-routed to a third party web site, these General Terms of Use shall cease to apply; only the terms of use of the web site that they access shall apply.

If you disclose your personal data to a third party web site, the processing of this data shall take place under the responsibility of this third party web site, in accordance with its privacy policy. Shiseido does not monitor the terms under which your data is collected, used or handled by these third party web sites.

Termination

Shiseido may terminate forbid access to the Site by a User, at any point in time and without notice or any prior summons, in the event of a violation of the terms of these General Terms of Use. The User in question shall be informed about this by e-mail.

Complaints – disputes

Should you have any complaint concerning your use of the Site, please contact us at : onefranceseminar@emea.shiseido.com.

Should it not be possible to resolve a dispute with Shiseido by such means, the Users may resort to mediation or to any other alternative mode of dispute settlement.

Applicable law

These General Terms of Use shall be governed by and interpreted in accordance with French law.

The courts of Paris will have exclusive jurisdiction.

Miscellaneous

Neither party shall be liable in case of non-performance or improper performance of its obligations, if such non-performance is due to the occurrence of force majeure as defined by the case law of the French courts. The fact that either one of the parties do not request the application of a clause of these General Terms of Use, whether temporarily or permanently, this shall not in any way constitute a waiver of the rights granted to that party by that clause.

If one or more of the provisions of these General Terms of Use be considered invalid or declared as such in application of a law or regulation, or pursuant to a final ruling handed down by a court or other authority with jurisdiction, the other provisions shall remain fully valid.