

INTERNET PLATFORM RULES

DermPro Academy

Clause 1 General Provisions

1. These rules (hereinafter referred to as: the “**Rules**”) set out the terms and conditions for the use of the Internet platform available online at the following Internet address: <https://dermproacademy.lorealdermatologicalbeauty.pl/> (hereinafter referred to as: the “**Platform**”). At the same time, these Rules constitute the rules for the provision of electronically supplied services within the meaning of Article 8(1)(1) of the Act of 18 July 2002 on Electronically Supplied Services (consolidated text of *Dziennik Ustaw* [Journal of Laws] of 2020, item 344).
2. The Platform is operated by L’Oréal Polska Sp. z o.o., with its registered office in Warsaw, address: ul. Grzybowska 62, 00-844 Warszawa, registered by the District Court for the capital city of Warsaw, the 13th Commercial Division of the National Court Register (KRS) under KRS number 0000063684, tax Identification number (NIP) 5240303375, National Official Business Register Number (REGON) 011566010 (hereinafter referred to as: “**L’Oréal**” or the “**Service Provider**”).
3. The Rules specify the types and scope of electronically supplied services provided by the Service Provider (the “**Services**”, and individually the “**Service**”), the rules for the provision of the Services through the Platform, the terms and conditions for entering into and terminating agreements for the provision of the Services and a complaint procedure for persons using the Services.
4. The Service Provider provides through the Platform the following Services to registered users:
 - i. Organising and presenting online events in the field of dermatology and dermocosmetology to Users;
 - ii. Providing users with audiovisual and educational materials in the field of dermatology and dermocosmetology;
 - iii. Allowing Users to obtain certificates for participating in the online events referred to in paragraph i) above.
5. The User of the Platform may only be a natural person who:
 - 1) Practises as a physician and a resident physician within the meaning of the provisions of the Act on Professions of Physician and Dentist of 5 December 1996 (consolidated text of *Dziennik Ustaw* of 2023, item 1516, as amended), entered in the Central Database of Physicians and Dentists maintained by Naczelna Izba Lekarska (the Supreme Chamber of Physicians and Dentists)
 - 2) Practises as a physician within the meaning of the provisions of *Lithuanian legal basis*, entered in the name of the Lithuanian register, accessible at <https://licencijavimas.vaspvt.gov.lt/License/PublicSpecialistIndex>

- 3) Practises as a physician within the meaning of the provisions of *Latvian legal basis*, entered in the *name of the Latvian register*, accessible at <https://registri.vi.gov.lv/apd>
- 4) Practises as a physician within the meaning of the provisions of *Estonian legal basis*, entered in the *name of the Estonian register*, accessible at <https://medre.tehik.ee/search/gp-lists>
- 5) Practises as a nurse and a midwife within the meaning of the provisions of the Act on Professions of Nurse and Midwife of 15 July 2011 (consolidated text of *Dziennik Ustaw* of 2022, item 2702, as amended)
(hereinafter referred to as: the “**User**”).
6. The Platform Services shall be provided until the date the provision of the Services has ceased by L’Oréal. L’Oréal will notify the Users that the provision of the Services through the Platform is to be ceased, giving a month’s notice of termination effective at the end of a calendar month. The notice of termination shall be sent to the e-mail address provided by the User.
7. By using the Platform, the User accepts the Rules. The User shall use the Platform in a manner consistent with social and moral norms and generally applicable provisions of law and in a manner consistent with the Rules.
8. The User shall not post unlawful content on the Platform.

Clause 2 Use of Platform

1. To use the Platform, a User account must be created by registration on the Platform.
2. The User shall provide the following data in the course of registration:
 - 1) First and last name;
 - 2) Number of the licence to practise;
 - 3) Email address;
 - 4) Mobile phone number (optional);
 - 5) Date of birth;
 - 6) City of practising;
 - 7) Country of practising;
 - 8) Major specialisation (please check the box);
 - 9) Additional specialisation (please complete).
3. The data provided by the User will be verified against the data included in the relevant register which is appropriate for the country where the User practises. A User account is created after positive verification. The User will be informed of the positive verification via email. The Service Provider reserves the right to verify the data provided by the User within a period of up to four working days.
4. If the User’s verification is not successful, the User may contact the Service Provider using the contact form available on the Platform to request re-verification and clarification of any doubts.
5. After proper registration, the User must activate their account by confirming the request, following instructions given in an email and verification link received.
6. The account is an individual account and may be created only for one User.

7. It is not possible to create an account without prior acceptance of the Rules.
8. The User's data provided in the registration form will be used by L'Oréal to furnish the User with content available on the Platform, to the extent described in the Rules.
9. After opening an account, the User may change data provided in the registration form free of charge.
10. No unlawful content or false information may be included in the registration form.
11. Personal data relating to third parties cannot be included in the registration form.
12. In order to register and create a User account, the User shall have an active electronic mail (email) account.
13. If the User's address or contact details change over the period of using the Platform, the User is required to update them, which shall include, in particular, updating the User's data to the extent necessary for the proper use of the Platform.
14. After an account has been created, the User must log in to use the Platform. In order to log in the User must type in a login (email address) and password created by the User during the registration process. The User shall keep the login details confidential and must not share them with third parties.
15. The User may reset the password. In order to reset the password, the User must choose the "Reset password here" option and then enter the email address provided during the account registration. A link to change the password will be sent via email. The User shall then click the link and type in a new password to access their Platform account.
16. The User may decide to no longer use the Platform at any time, which entails deleting the account. The User shall submit a request for their Platform account to be deleted by using the contact form available on the following website:
<https://dermproacademy.lorealdermatologicalbeauty.pl/contact>.
17. In case of technical problems with the Platform, the User may contact technical helpdesk using the contact form available at:
<https://www.dermproacademy.lorealdermatologicalbeauty.pl/contact>.
18. Registration and use of the Platform functionalities is free of charge.
19. The Platform and the content posted on the Platform shall be available in Polish and English language versions.
20. The Platform may be accessed and the Platform functionalities may be used through a device (computer, mobile phone, tablet or other multimedia device with access to the Internet, allowing for the correct completion of electronic forms) with an updated web browser (e.g. Chrome, Microsoft Edge, Firefox, Safari, Opera).
21. The Service Provider reserves the right to modify the technical means used to provide the Services, given the extent and conditions arising out of the Service Provider's powers and as far as possible given its technical capabilities, without the impairment of the quality of Services being provided and without affecting the scope of the User's rights and obligations.
22. The Platform uses cookies. Detailed information on the use of cookies is contained in the cookies policy available at the following web address:
<https://dermproacademy.lorealdermatologicalbeauty.pl/polityka-cookies>.
23. The Service Provider may terminate the contract for the provision of Services by electronic means if:
 - i. The User has violated any provision of the Rules;

- ii. The Service Provider has learnt that the User's action through the Platform is contrary to the law, the standards of decency, infringes personal or legitimate interests of the Service Provider;
- iii. Content posted by the User on the Platform is in contravention of applicable provisions of law;
- iv. The Services are used by the User for any purpose other than the intended purpose.

Clause 3 Platform

1. In order to use the Services, the User must accept the Rules and consent to the provision of the Services by selecting the appropriate check-box on the Platform and entering data in the form and creating an account, which are necessary for the provision of a given Service. The contract for the provision of these Services is made when the above activities have been performed.
2. After logging on to the Platform, the User gains access to the Platform functionalities, in particular:
 - 1) Accesses information about upcoming online events on the Platform;
 - 2) Can sign up and participate in live online events on the Platform;
 - 3) Is provided with access to chat during a live online event on the Platform;
 - 4) Is provided with online access to archive events in the form of recordings of these events for the period of no longer than 30 days following an event;
 - 5) Can access and download educational materials after events;
 - 6) Receives a certificate of attendance in an even.
3. The Services are free of charge and available to every User upon logging on to the Platform.
4. L'Oréal reserves the right to reschedule or cancel an online event prior to the scheduled start date for organisational reasons or due to chance events. The User will be notified of the rescheduling or cancellation of the online event via email or text message.
5. On the day of the online event, the registered User will receive a reminder of the event via email or text message with a link to the Platform. In addition, the User may receive other reminders about upcoming events if separate consent has been given for this purpose.
6. Archive events in the form of recordings will be available on the Platform for a period of 30 days following the date of the event. Educational materials and a certificate will be made available for an indefinite period of time.
7. L'Oréal reserves the right to restrict access to selected live online events or recordings to Users having relevant specialisations or to specific categories of Users.
8. Using the chat function available during a live online event on the Platform, the User may communicate with the Chat Administrator and, in particular, ask questions or post comments. The content (posts) provided by the User in the chat can be seen by the Chat Administrator and other Users, to which the User shall consent. For comments that do not comply with the Rules or generally applicable provisions of law or the standards of decency, the Service Provider has the right to block such comments so that they cannot be seen by others.

9. No content which is contrary to generally applicable provisions of law, the standards of decency and which is not related to the theme of the event may be posted in the chat. The chat function is monitored and moderated by L'Oréal. Prior to publication in the chat, Users' posts are subject to verification, and in the event of breach of these Rules, they will not be published in the chat. In the case of repeated violations, L'Oréal has the right to block a given User so that he or she cannot write any posts in the chat, of which the User shall be informed.
10. L'Oréal or other third parties engaged by L'Oréal shall be the owner of materials and content made available to the User on the Platform. Materials and content made available to the User on the Platform may only be used for the User's personal use. In particular, nothing may be made available or transferred to third parties, except as otherwise specified in an express statement of L'Oréal made at least in a document form.
11. Online events can take place in Polish or English, which shall be decided unilaterally by the Service Provider. Notwithstanding the provisions of the preceding sentence, the Service Provider shall provide simultaneous translation from Polish to English or from English to Polish, respectively.

Clause 4 Liability

1. The Service Provider agrees to provide the Services in accordance with the contract.
2. The Service is consistent with the contract if, in particular, the following elements are in compliance with the contract: (i) description, type, quantity, quality, completeness, functionality, compatibility, interoperability and availability of technical support and updates; (ii) suitability for the specific purpose for which it is needed by the User, of which the User has informed the Service Provider and which the Service Provider has accepted.
3. If the Service is inconsistent with the contract, the User may either demand that the Service be brought into conformity with the contract or submit a declaration of withdrawal from the contract in accordance with the provisions of the "Complaints" section. Due to the fact that the Services provided by the Service Provider on the Platform are at no charge, the User does not make any statement on price reduction.
4. The Service Provider shall not bear civil, criminal or administrative liability for the User's use of the Platform in a manner contrary to the Rules, in violation of the provisions of law or third party rights.
5. The Service Provider does not guarantee that the use of the Platform will be free of errors, defects or interruptions, as well as the accuracy, relevance or usefulness of information obtained, unless such guarantee is expressly stated by the Service Provider.
6. The Service Provider shall not be liable for technical problems or technical constraints occurring in computer equipment, ICT system (other than the Platform and ICT systems used to provide the Services) and ICT infrastructure used by the User and preventing the User from using the Platform and the Service offered through it, where the Service Provider has not contributed in any way to the occurrence of such technical problems or constraints.
7. The Service Provider may make, in a manner causing as little inconvenience to the User as possible, temporary interruptions in the operation of the Platform and Services to the extent

justified by: (i) ICT security reasons, (ii) necessary repairs or installation of new software versions, and (iii) planned maintenance works. The Service Provider shall not be liable for any damage, including actual damage (*damnum emergens*) or lost profits (*lucrum cessans*), suffered by Users on account of the interruption of Users' access to the Platform, in particular caused by: force majeure, errors or failures, including failures in Internet providers' connections or failures in Users' hardware or software.

8. The Service Provider shall not be liable to the User or any third party for any consequences of the User's use of information obtained through the Platform, including but not limited to decisions made on the basis of such information as regards health care or protection, including, in particular, advice provided on health matters. Information posted on the Platform shall be for informational purposes only. The User shall use the Platform at their own risk and is not required to follow information provided as part of the Services.
9. The User shall be held liable for content published and provided on the Platform. The User shall ensure that the information they post on the Platform is true and not misleading. The Service Provider shall exercise due diligence to ensure that content from Users and published on the Platform does not violate the law or infringe third party rights. The Service Provider shall not be held liable for content published on the Platform by Users.
10. Websites links available on the Platform are presented for informational purposes only.

Clause 5 Intellectual Property Rights

1. The Platform and, including but not limited to the text, content, software, videos, music, sound, graphics, photos, illustrations, graphic design, layout and a selection of content presented on the Platform, names, logos, trademarks, service marks and other materials (collectively referred to as the **“Content”**) constitute the subject-matter of the protection in their own right, in particular, under the provisions of copyright and related rights law and industrial property law. The Content presented and made available includes both materials to which L'Oréal has the rights and materials to which third parties have the rights.
2. Any trademarks, service marks, logos, trade names, whether registered or not, shall be owned by L'Oréal or other authorised parties when so indicated. No distribution or use, including reproduction, uploading or other use, shall be permitted without the prior written consent of an authorised entity.
3. Users shall be entitled to use the Content provided on the Platform to the extent permitted for personal purposes in accordance with applicable provisions of intellectual property law. No rights or licenses to the Platform Content shall be acquired by the User by using such Content.
4. Any use of any part of the Platform Content or adding a link to the Platform on another website requires L'Oréal's written permission. For information regarding the possibility of obtaining such permission, please contact L'Oréal at the correspondence address or email address indicated at the end of these Rules.
5. Should the User learn of unauthorised access to or use of the Platform in violation of these rules and generally applicable provisions of law, or if it is aware of third-party claims in

this regard, the User shall immediately notify L'Oréal of such event at the correspondence address or email address indicated at the end of these Rules.

6. No material from the Platform Content may be copied, published, displayed, transmitted, presented, distributed, modified, uploaded with a view to creating derivative works, recompiling, decompiling, nor may it be disassembled, its source code may not be reconstructed, nor may such material be used in any manner and form whatsoever without the written consent of the holder of intellectual property rights, except where use is permitted and provided that all legally required information about the reservation of all copyright and the source of materials is preserved.
7. Subject to anything to the contrary on the Platform, permit for downloading materials from the Content is given by L'Oréal only if:
 - i. No more than one copy of downloaded materials is printed and no further copies of that printout is made; and
 - ii. Downloaded materials or printouts thereof are used for personal, non-commercial purposes only; and
 - iii. All copyright notices are preserved on downloaded or printed materials, which Users are required to comply with.
8. Modification of materials from the Content or use of such materials for any other purpose constitutes an infringement of L'Oréal's or any other party's copyright or related rights. Furthermore, no Platform Content or any portion thereof may be sold, offered for sale or otherwise distributed (including through television, the press, radio or computer network). No portion of the Platform may be made available as part of another website by framing or otherwise. Neither the Platform nor information contained therein may be used to create any databases, stored (in whole or in part) in databases accessible to Users or any third party or used to distribute websites with databases containing all or part of the Platform.
9. By sharing their own content on the Platform, Users consent to it being used by other Users for their personal use and grant to L'Oréal the right to edit, copy and distribute such materials.
10. No commercial or public use of materials shall be allowed without L'Oréal's consent, except for the aforesaid permitted extent.

Clause 6 Complaints

1. All complaints regarding the Platform and its functionality should be submitted at the following email address: kontakt@dermproacademy.lorealdermatologicalbeauty.pl.
2. A complaint should include the first and last name of a person lodging the complaint, email address, mobile phone number and a description of the circumstances giving rise to the complaint.
3. Complaints shall be processed immediately, but no later than 14 days from the date of receipt. The person lodging a complaint shall be notified of the manner in which it is to be resolved by a return message sent to the email address from which the complaint was sent.

4. The complaint procedure is voluntary and shall not exclude the right to pursue claims through judicial proceedings.

Clause 7 Personal Data

1. The Data Controller of personal data within the meaning of the General Data Protection Regulation (the “GDPR”) in respect of personal data relating to Users and at the same time an entity gathering personal data is L’Oréal Polska Sp. z o.o. with its registered office in Warsaw (00-844), at ul. Grzybowska 62.
2. For data protection issues, the Data Protection Officer can be contacted at the following email address: personal-da@loreal.com.
3. Personal data of Platform Users may be processed for the following purposes and based on the following legal bases:
 - a) To provide the Services relating to access to the Platform, in particular to ensure its proper functioning and verification of the licence to practise pursuant to Article 6(1)(b) of the GDPR (performance of the agreement between L’Oréal and the User);
 - b) Day-to-day correspondence in connection with the use of the Platform, which is L’Oréal’s legitimate interest – pursuant to Article 6(1)(f) of the GDPR;
 - c) To process possible complaints in accordance with the procedure set forth in these Rules, which is L’Oréal’s legitimate interest – pursuant to Article 6(1)(f) of the GDPR;
 - d) To store data for archiving purposes, which is L’Oréal’s legitimate interest – pursuant to Article 6(1)(f) of the GDPR;
 - e) To send commercial communications by electronic means, provided that consent is given – pursuant to Article 6(1)(a) of the GDPR;
 - (f) Marketing communication using telecommunications terminal equipment (e.g. telephone) and automated calling systems, provided that consent is given – pursuant to Article 6(1)(a) of the GDPR;
 - g) Where consent is given to receiving commercial communications in accordance with point e) and f) above, data may be used in the process of profiling, the purpose of which is to best match communications sent to your needs and interests, which is L’Oréal’s legitimate interest – Article 6(1)(f) of the GDPR.
4. The provision of personal data for the above-mentioned purposes is voluntary, but necessary in order to achieve them.
5. The User’s data shall not be transferred to a third country/international organisation.
6. The User may exercise the rights provided for under the GDPR, i.e. the right to request access to their personal data, the right to rectify, delete or request restriction of processing, the right to data portability, as well as the right to object to its processing under the terms and in the cases provided for in the GDPR.
7. In the case of the processing of personal data for the purpose of pursuing legitimate interests (indicated above), please be informed of the right to object to the processing of data due to reasons attributable to special circumstances.

8. The User shall have the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data violates the provisions of the GDPR.
9. Users' personal data shall not be subject to automated decision-making, including profiling.
10. The consent expressed by the User may be withdrawn at any time. The withdrawal of consent does not affect the lawfulness of the processing of personal data based on consent before its withdrawal. The statement on withdrawal of consent to the processing of personal data shall be sent to the following email address: personal-da@loreal.com.
11. Personal data may be disclosed to the following entities: entities supporting L'Oréal in the field of technical and IT support (including the provision, implementation and servicing of software and servicing of IT equipment), entities providing support in the field of marketing, entities responsible for verifying the accuracy of the entry related to the licence to practise.
12. Personal data will be kept for the period of performance of agreements made and until their proper settlement, and furthermore: (a) until a limitation period for potential claims arising from an agreement made has elapsed, (b) for the time necessary to assert specific claims, in connection with an agreement made, (c) for the period necessary for L'Oréal to document to public administration authorities, including the supervisory authority for the protection of personal data, the correctness of fulfilment of L'Oréal's legal obligations, d) for archiving purposes, when it relates to the history of correspondence and responses given to questions asked, e) for the purpose of sending commercial communications by electronic means, including profiling – until the withdrawal of consent for this purpose or until data is found to be out of date, f) for marketing communication using telecommunications terminal equipment (e.g. telephone) and automated calling systems including its profiling – until the withdrawal of consent for this purpose or until data is found to be out of date.
13. For more information on data protection, please see the Privacy Policy available at <https://dermproacademy.lorealdermatologicalbeauty.pl/assets/files/privacy-policy-en.pdf>.

Clause 8 Final Provisions

1. The Rules and the Services provided hereunder shall be governed by Polish law.
2. The content of the Rules is available free of charge in Polish and English language versions at the following Internet address:
<https://dermproacademy.lorealdermatologicalbeauty.pl/assets/files/internet-platform-rules-en.pdf>. Any interested person may download and record the content of the Rules as a digital file.
3. L'Oréal reserves the right to modify the Rules. The Rules may be updated for the following purposes:
 - i. To make them compliant with amendments to law, which have direct impact on the Service Provider's operations or the method of provision of the Services;
 - ii. To make alterations relating to the Platform functionalities and the Services offered on the Platform, caused in particular by technological modifications resulting in changes to the aforesaid technical requirements.

4. L'Oréal will notify the Users of modifications to the Rules not later than 14 days before their entry into force. Information on modifications will be sent at the email address specified by the User. Should the User not accept modifications to and the new wording of the Rules, they may terminate the provision of services through the Platform by making a request to delete the User account on the Platform.
5. Any matters not covered herein shall be governed by generally applicable provisions of law.
6. Any disputes arising from the use of the Platform, including from the provision of the Services shall be settled by a court of competent jurisdiction.
7. Any reservations, suggestions and queries may be sent by the Users to the following address of L'Oréal Polska sp. z o.o., ul. Grzybowska 62, 00-844 Warszawa or at the following email address: serwis.konsumentki@loreal.com. Contact number to the Service Provider: +(48) (22) 255-24-70, available from Monday to Friday between: 9.00 am and 5.00 pm (the cost of calling depends on a telecommunications operator's schedule of rates)
8. The Rules enter into force on the date of announcement.