

L'ORÉAL PROFESSIONAL PRODUCTS DIVISION - EDUCATION ACCESS - TERMS OF SALE AND PURCHASE

Thank you for accessing <https://loreal-ppd.docebosaa.com/uk> (**our Site**).

TERMS OF SALE AND PURCHASE

These Terms govern our relationship with you if you order any education courses (hereon "**Education Courses**") via our Site.

"**Purchaser**" shall mean the person who is purchasing on behalf of a salon client of L'Oréal's who browses our Site and/or orders any Education Courses via our Site.

Any order of Education Courses offered via our Site shall require that you acknowledge and expressly agree to these Terms by ticking the dedicated box during the order process.

Pursuant to applicable laws and regulations, it is hereby specified that confirming an order as set forth under these Terms shall qualify as a contract between the L'Oréal and you and valid evidence as between us of the entire order and all amounts due and payable under such order

All Education Courses offered via our Site are intended exclusively for individuals who (i) are adults (or, if underage, duly authorized by their legal representative to place an order via our Site); and (ii) enjoy full legal capacity to place orders via our Site. We hereby reserve the right to request from time to time that you provide an identification document evidencing your age and/or said legal representative's authorization. We reserve the right not to respond to an order and/or to exclude from our customer/prospect database any Purchaser who fails to satisfy such request or meet the requirements under this section.

Education Courses offered for sale via our Site shall be those displayed on our Site on the date the Purchaser browses our Site.

Prices

Prices shall be in pounds and/or euros (as applicable). Prices shall be exclusive of any VAT as applicable on the date of order.

L'Oréal reserves the right to modify prices from time to time, provided however that the Education Courses shall be charged on the basis of the price list as applicable upon registration of the order.

Order Process

In order to place an order, Purchaser shall first access our Site.

Purchaser can then view the various Education Courses offered for sale on the date he/she browses our Site and select his/her Education Courses by browsing the various Education Courses.

While browsing our Site, Purchaser may, if he/she so wishes, place an order by simply clicking on the dedicated button for adding an Education Course to his/her order.

Once this is completed, Purchaser shall see the number of Education Courses in his/her shopping cart displayed. It is hereby specified that the content of the shopping cart may be subject to a session timeout.

Purchaser may then continue browsing or click on his/her shopping cart to see the contents of the cart displayed onscreen, with all of the ordered items, including the main features of each Education Course, the aggregate amount of the order and billing details.

Purchaser may go back to, supplement, modify or cancel said order, until he/she finally confirms it. If Purchaser wants to select any further Education Courses, he/she may continue browsing our Site, with the assurance that the selected Education Courses shall be duly kept in his/her shopping cart.

When he/she is finished selecting the Education Courses, Purchaser may order them by confirming the order by clicking on the dedicated button. A new page shall then be displayed, asking Purchaser to enter specific details, including but not limited to his/her login details and/or his/her full name, email address and/or billing information.

Purchaser agrees to fill out the provided information in good faith. Purchaser acknowledges that the data disclosed to L'Oréal and stored in L'Oréal's or its subcontractors' IT systems are correct and shall constitute valid evidence of his/her identity. It is hereby specified that said personal data shall be governed by the Privacy Policy accessible (https://signup-lorealaccess.azurewebsites.net/legal_docs/UK/PP-EN.pdf).

After checking the content of his/her order, Purchaser shall be asked to click on the dedicated button to access payment of his/her order, as per the terms set forth under these Terms.

Before clicking on the dedicated button to access payment of his/her order, Purchaser shall be required to, first, read these Terms and, second, confirm that he/she agrees to these Term by completing an acceptance confirmation action required on our Site (e.g., ticking a box).

Upon Purchaser's confirmation of his/her acceptance of these Terms, a dedicated webpage shall open up for payment of the order. Any and all orders hereunder shall carry the obligation to pay, which means that placing an order requires Purchaser to make a payment.

Upon confirmation of the order and validation of the related payment, a printable and downloadable version of Purchaser's order recap shall be displayed, including, without limitation, the order's reference.

An order confirmation email shall be sent promptly by L'Oréal to the email address provided by Purchaser, including, but not limited L'Oréal's identity and contact details, reference of the order as registered upon placing the order, a recap of the order and main features of the Education Courses, the total amount of the order inclusive of tax.

For the purpose of preserving L'Oréal from any fraudsters' abusive practices, and in the event that L'Oréal or the online payment service provider suspect an order of being fraudulent, they hereby

reserve the right to request Purchaser (before processing the order) to provide additional documentary evidence (including Purchaser's ID) in order to check whether it is fraudulent or not.

If Purchaser fails to respond within fifteen (15) days following L'Oréal or the online payment service provider's request, the order shall be cancelled and no payment shall be cashed by L'Oréal. If payment for the order has already been cashed, L'Oréal shall refund it within fourteen (14) days following the end of the abovementioned period of time, using the same payment method as that used by Purchaser.

Evidence of the order

It is hereby expressly agreed between L'Oréal and Purchaser that emails shall constitute valid evidence as between the parties, as well as any automated recording systems used on our Site, particularly with respect to the type and date of the order.

The amount payable by Purchaser shall be the amount stated on the order confirmation as displayed on the dedicated webpage and subsequently sent by email by L'Oréal to Purchaser.

Purchaser is offered a choice of different payment options, upon confirming his/her order.

Payment can be made upon making the order, via the Internet, by Credit Card (Visa, Amex, MasterCard) or via a PayPal account.

The order shall not be approved by L'Oréal unless and until (i) Purchaser agrees to the Terms; (ii) payment validity is checked and confirmed; and (iii) confirmation of order acceptance has been sent to Purchaser.

In any event, L'Oréal reserves the right to refuse any order in case of any (i) breach of these Terms; (ii) existing dispute with Purchaser, (iii) payment default of all or part of any order by Purchaser; (iv) a payment authorization by credit card being denied by banking institutions; (v) payment default or partial payment.

Cancellation

Purchaser can cancel his/her order at any time and must do so via our Site by logging in, visiting the section that shows the order(s) placed and submitting the information requested.

For any queries on the scope, contents or instructions related to the exercise of Purchaser's cancellation right, Purchaser may contact L'Oréal by using the contact details set out under the 'Contact Us' section below.

In the case of any Education Course(s) that are 5 days or under in duration (and for online e-learning courses, where the course has not been started), for any Education Course cancelled by the

Purchaser within 14 days of the relevant order being confirmed, the full amount paid for such Education Course(s) will be refunded.

In the case of any Education Course(s) that are 6 days or over in duration, for any Education Course cancelled by the Purchaser within 28 days of the relevant order being confirmed, the full amount paid for such Education Course(s) will be refunded.

Upon successful cancellation of a course by Purchaser via our Site within the allowable cancellation periods as set out above, Purchaser will be refunded to their original payment card.

After the periods as set out above, no refund or compensation of any type will be possible. L'Oréal will only deviate from this in the case of exceptional circumstances to be determined at L'Oréal's sole discretion.

Education Course(s) are offered by L'Oréal subject to availability. From time to time, whether due to circumstances of force majeure, circumstances outside of L'Oréal's reasonable contemplation or control or other circumstances (including, but not limited to, availability of training staff or particularly low numbers of Purchasers booked on particular Education Course(s), L'Oréal may need to reschedule or cancel scheduled Education Course(s). In the event that L'Oréal cancels or reschedules any Education Course(s) that Purchaser has booked, L'Oréal will make reasonable efforts to contact you by email or any other contact methods provided to let you know. If your Education Course is cancelled, wherever possible we will offer you the option of being transferred to another equivalent Education course at an alternative date and time (subject to availability). If there is no suitable alternative available, L'Oréal will notify any booked attendees of the cancellation and process a refund of the full amount paid for such Education Course(s) to the Purchaser's original payment card. For the avoidance of doubt, in the event of cancellation of Education Course(s) by L'Oréal, compensation will not be payable and L'Oréal shall not be responsible for any costs or losses incurred by Purchasers as a result of any cancellation, including but not limited to loss of earnings, loss of profits or the costs of any pre-booked transport or accommodation.

CONTACT US

To contact us, please:

Write to our registered office, 255 Hammersmith Road, London, W6 8AZ.

Call our helpline on (00 44) (0) 800 028 3448 (UK) or (00 353) (0) 16045913 (ROI)

Email us at coursesuk@loreal.com (UK) or dublinacademy@loreal.com (ROI)

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