

Terms of Use

Effective Date: 10 october, 2016

These Terms of Use (“Terms of Use”) govern your access to and use of this website at www.floid.net (the “Site”). The Site is operated by Beautyge, S.L., with registered offices at WTC Almeda Park, c/Tirso de Molina, 40, 08940 Cornellá de Llobregat, Barcelona, Spain, registered at the Commercial Register of Barcelona, Volume 25290, Page 185, Sheet B-86638 and with VAT number B-08000135. We provide the Site, including all information, tools and services available through the Site, to you, the user, conditioned upon your acceptance of these Terms of Use. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SITE, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SITE.

Features and Functionality Provided by Third Parties; Third-Party Terms

Certain content (“Third-Party Content”), features and functionality on the Site may be owned and operated by third parties (collectively, “Third-Party Providers”). We may, but are not obligated to, monitor or review any areas on the Site containing Third-Party Content. Your use and interaction with such Third-Party Content may be subject to separate terms and conditions of Third-Party Providers and, if applicable, you will be subject to and comply with the terms and conditions offered by such Third-Party Providers. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE OR OTHERWISE LIABLE FOR THIRD-PARTY CONTENT OR THE ACTS OR OMISSIONS OF THIRD-PARTY PROVIDERS AND THAT ANY CLAIMS OR OTHER CAUSES OF ACTION AVAILABLE TO YOU IN CONNECTION WITH EITHER OF THE FOREGOING WILL BE BROUGHT AGAINST THE APPLICABLE THIRD-PARTY PROVIDER(S) AND NOT AGAINST US.

Use of Content

The Site, including but not limited to text, designs, graphics, logos, icons, images, photographs, videos, audio, downloads, interfaces, code, software, products, features and tools, and the design, selection and arrangement thereof and all intellectual property associated with the foregoing, but specifically excluding Third-Party Content (collectively, the “Content”), are owned by us, our affiliates, and/or the applicable licensors, if any. Upon your acceptance of these Terms of Use, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license to access, use, copy, download and print the Content for your personal and non-commercial informational use only, provided you do not modify or delete any copyright, trademark or other proprietary notice that appears on the Content. Any other use of the Site or any Content, including but not limited to the modification, distribution, performance, broadcast, publication, licensing, reverse engineering or resale of, or the creation of derivative works from the Site or any Content, is expressly prohibited, unless you obtain our prior written consent. You agree to abide by all additional restrictions displayed on the Site as they may be updated from time to time. We may revoke this limited license at any time for any or no reason. All rights not

expressly granted are reserved by the applicable rights owner. You will not: (i) use any hardware or software intended to damage or interfere with the proper working of the Site; (ii) surreptitiously intercept any system, data or personal information from the Site; or (iii) interrupt or attempt to interrupt the operation of the Site in any way. We reserve the right, in our sole discretion, to limit or terminate your access to or use of the Site, in whole or in part, at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which we may be entitled at law or in equity.

Materials You Submit

You acknowledge that you are responsible for any material you may submit via the Site, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through the Site any content that (i) is confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Site.

If you do submit material, and unless we indicate otherwise, you grant us an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that we are free to use, without consideration, any ideas, concepts, know-how that you or individuals acting on your behalf provide to us. You grant and are authorized to grant us the right to use, without consideration, any name or likeness you submit in connection with such material, if the company so chooses. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate and noninfringing, and does not otherwise violate the rights of any person or entity and conforms to all applicable law; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify us (and our affiliates and subsidiaries) for all claims resulting from any content you supply.

Prohibited Activities

You may not use any “deep link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm or methodology or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any of our servers, or to any of the services offered on or through the Site, by hacking, password “mining” or other illegitimate means.

Links

The Site may contain links to other websites, some of which may be operated by us and others of which may be operated or controlled by third parties (“Third-Party Sites”), including links contained in advertisements, such as banner advertisements and sponsored links. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. The inclusion of links to Third-Party Sites is not, and should not be viewed, as our endorsement of the Third-Party Sites or any content therein. Different terms and conditions apply to your use of Third-Party Sites. WE HAVE NO CONTROL OVER THE CONTENT OF THIRD-PARTY SITES, AND ACCEPT NO RESPONSIBILITY FOR THEM AND HEREBY DISCLAIM ALL LIABILITY RELATED TO THEM. IF YOU DECIDE TO ACCESS ANY THIRD-PARTY SITES, YOU DO SO ENTIRELY AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH THIRD-PARTY SITES.

Trademarks and Copyrights

All trademarks, designs, trade names, logos, images, service marks, trade dress, Content and Third-Party Content displayed on the Site, including its look and feel (collectively, the “IP”), are our property or the property of our licensors, content providers or other third parties. Nothing in these Terms of Use or on the Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any IP without our or the licensors’ prior written consent.

Infringement Notice

We respect the intellectual property rights of others and request that you do the same. In accordance with the Digital Millennium Copyright Act of 1998, you are hereby informed that we have adopted and reasonably implemented a policy to respond to notices of claimed infringement and for the termination of users of the Site in appropriate circumstances involving, for example, repeat copyright infringers. If you believe your copyright or the copyright of a person or entity on whose behalf you are authorized to act has been infringed, you may notify our copyright agent:

Revlon Consumer Products Corporation
One New York Plaza
New York, New York 10004
Attn.: Legal Department, Trademark & Copyright Counsel
Telephone: +1.212.527.4000
Email: copyright@revlon.com

To be effective, your notification must (i) be in writing, (ii) be provided to our copyright agent, and (iii) include substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We are under no obligation to post, forward, transmit, distribute or otherwise provide any material available on the Site, including material you provide to us, and so we have an absolute right to remove any material from the Site in our sole discretion at any time.

DISCLAIMERS

YOU HEREBY AGREE THAT YOUR USE OF THE SITE, THE CONTENT AND ANY OTHER SERVICES OR MATERIAL WE PROVIDE IN CONNECTION WITH THE SITE IS AT YOUR SOLE RISK. THE SITE AND RELATED SERVICES AND FEATURES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME FOR ANY REASON.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING BUT NOT LIMITED TO: (I) MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NONINFRINGEMENT AND WARRANTIES IMPLIED FROM A COURSE OF

PERFORMANCE OR COURSE OF DEALING; (II) RESULTS TO BE DERIVED FROM THE USE OF THE SITE OR ANY DATA, CONTENT, SERVICE, SOFTWARE, HARDWARE, DELIVERABLE OR OTHER MATERIALS RELATED TO THE SITE, OR THE AVAILABILITY OF ANY OF THE FOREGOING; (III) WHETHER THE CONTENT IS TRUE, COMPLETE, ACCURATE, NON-MISLEADING OR TIMELY; AND (IV) THE ABSENCE OF ANY VIRUSES OR OTHER HARMFUL CODE IN THE SITE OR THEIR CONTENT. FURTHER, WE DO NOT REPRESENT, COVENANT OR WARRANT THAT ACCESS TO OR SERVICES PROVIDED BY THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IF YOU DOWNLOAD ANY MATERIALS FROM THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIALS.

LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, CONTRACTORS, EMPLOYEES, AGENTS, LICENSORS OR THIRD-PARTY SERVICE PROVIDERS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF USE)) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE THE SITE, ANY WEBSITE LINKED TO THE SITE, ANY CONTENT OR SERVICES MADE AVAILABLE ON THE SITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR APPLICABLE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"). YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES, SERVICE PROVIDERS, LICENSORS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE IN CONNECTION WITH SITE IS TO DISCONTINUE YOUR USE OF THE SITE.

IN CERTAIN JURISDICTIONS, SOME LIABILITIES CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH JURISDICTIONS, THE LIMITATION OF LIABILITY IN THESE TERMS OF USE MAY NOT APPLY TO YOU. IF LIABILITY CANNOT LAWFULLY BE DISCLAIMED TO YOU UNDER THIS LIMITATION OF LIABILITY, WE WILL BE LIABLE TO YOU, IN THE AGGREGATE FOR ALL CLAIMS ARISING HEREUNDER, FOR LIQUIDATED DAMAGES NOT TO EXCEED US\$100.00 ("LIABILITY CAP") TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN SUCH EVENT, YOU ACKNOWLEDGE AND AGREE THAT THE EXCLUDED DAMAGES FOR ALL CLAIMS ARISING HEREUNDER CANNOT BE CALCULATED WITH REASONABLE CERTAINTY. YOU FURTHER AGREE THAT THE LIABILITY CAP

REPRESENTS (I) A REASONABLE APPROXIMATION OF THE EXCLUDED DAMAGES THAT YOU WILL SUFFER FOR ALL CLAIMS ARISING HEREUNDER AND THAT SUCH LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY, AND (II) THE EXCLUSIVE REMEDY TO YOU FOR EXCLUDED DAMAGES IN CONNECTION WITH ALL CLAIMS ARISING HEREUNDER. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO YOU FAILS OF ITS ESSENTIAL PURPOSE.

LIMITATION ON TIME TO FILE CLAIMS

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITE (INCLUDING ANY SERVICES PROVIDED ON THE SITE) OR THE CONTENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

Indemnification

You agree to indemnify and hold harmless us, our affiliates and our respective officers, directors, shareholders, employees, contractors, agents, licensors, third-party service providers, successors and assigns from and against any claims, judgments, awards, losses, liabilities, expenses, damages, costs, fines, penalties and fees (including reasonable attorneys' and experts' fees and court costs) (collectively, "Losses") arising out of or relating to (i) your use of the Site or the Site' Content other than as expressly authorized in these Terms of Use; (ii) your violation of any terms of use or similar terms provided by Third-Party Providers with respect to any Third-Party Content; or (iii) claims arising from your fraud, intentional misconduct, criminal acts or gross negligence. If you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all Losses arising or resulting from that disruption.

Jurisdiction and Applicable Law

The laws of the State of New York govern these Terms of Use and your use of the Site, subject to any conflict of laws' provisions that would result in the application of the laws of any other state or jurisdiction. To the maximum extent permitted by law, you irrevocably consent to the jurisdiction of the courts located in Manhattan, New York for any action or proceeding arising out of or relating to these Terms of Use.

No Exporting

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation U.S. export laws and regulations.

Changes to These Terms of Use

We reserve the right in our sole discretion, to change, modify, add or remove any portion of these Terms of Use, in whole or in part, at any time, by posting revised terms on the Site. It is your responsibility to check for any changes we make to these Terms of Use each time you use the Site or any portion thereof. Revised terms will take effect five days after their publication on the Site and will apply only on a going-forward basis. Your continued use of the Site after that point signifies that you accept the changes.

Entire Agreement

These Terms of Use and any policies or operating rules posted on the Site (but excluding those terms and other conditions offered by the Third-Party Providers, as described in the paragraph entitled “Features and Functionality Provided by Third Parties; Third-Party Terms”) constitute the entire agreement and understanding between you and us with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Waiver and Severability

No waiver by us of any term or condition set forth in these Terms of Use shall constitute a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held to be unlawful, void or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect.

Remedies

At our option, we may seek all remedies available to us in these Terms of Use, under law and in equity, including injunctive relief in the form of specific performance to enforce these Terms of Use and any additional instructions, guidelines or policies issued by us (including those posted on the Site).

How to Contact Us

If you have any questions or comments about these Terms of Use or the Site, please write to us at:

Beautyge, S.L.
Attn.: Legal Department
WTC Almeda Park,
c/Tirso de Molina, 40
08940 Cornellá de Llobregat
Barcelona - Spain
atencion.consumidor@revlon.com

Thank you for visiting our Site.