

TERMS OF USE

Effective Date: **May 1, 2018**

PLEASE READ THESE TERMS OF USE AND THE RELATED PRIVACY POLICY CAREFULLY BEFORE USING THIS SITE. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION, THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED BELOW, SUBJECT TO APPLICABLE LAW.

These Terms of Use (“**Terms of Use**”) govern your access to and use of this website and any other online and mobile websites, blogs and interactive applications operated by Revlon Consumer Products Corporation and our subsidiaries and affiliates (“**Revlon**”, “**us**” or “**we,**” and such services collectively, the “**Sites**”). Some of our Sites offer products for sale. If you purchase products from a site where we offer products for sale to consumers, Revlon’s terms of sale posted on the relevant site will apply in addition to these Terms of Use. If you are a business customer, these Terms of Use will govern your purchase of products from our business-facing Sites.

The following topics are covered below:

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1. Registration

Certain features of the Sites may require registration or otherwise ask you to provide information to access certain content. The decision to provide this information is purely voluntary. However, if you elect not to provide the requested information, you may not be able to access certain content or use certain features of the Sites. You agree that you will not provide any false personal information to the Sites, or create an account for anyone other than yourself without their permission. You will also not create more than one account for yourself. If you select a username for your account, we reserve the right to remove or reclaim it if we believe in our sole discretion that is necessary or appropriate (e.g., if a trademark owner complains about a username). If you register with the Sites, you are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Sites. You accept responsibility for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your account. Revlon may, in its sole discretion, and at any time, with or without notice, terminate your password and account, for any reason or no reason at all. If we disable your account, you agree that you will not create another one without our permission. Additional terms and conditions may apply to certain limited-access portions of the Sites.

2. Third-Party Content

Certain content, features and functionality on the Sites (“**Third-Party Content**”), which may include, for example, general information, information about our company or about third parties, or interactive tools, 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 Sites containing Third-Party Content. The inclusion of Third-Party Content is not, and should not be construed as, our endorsement of such Third-Party Content. Your use and interaction with such Third-Party Content may be subject to separate terms and conditions of Third-Party Providers. If you access Third-Party Content, you will comply with the terms and conditions that apply.

WE ACCEPT NO RESPONSIBILITY FOR THIRD-PARTY CONTENT AND HEREBY DISCLAIM ALL LIABILITY RELATED TO IT.

3. Use of Content

The Sites, including but not limited to text, designs, graphics, logos, photographs, videos, audio, downloads, interfaces, software, and features, 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 our licensors. We grant you a limited, non-transferable, non-sublicensable, non-exclusive license to access and use the Sites, and download and print the Content, for your personal and non-commercial informational use only, provided you do not remove any copyright, trademark or other proprietary notice that appears on the Content. Any other use of the Sites or any Content, including but not limited to the modification, distribution, performance, broadcast, publication, licensing, copying of source code or images, reverse engineering or resale of, or the creation of derivative works from the Sites or any Content, is prohibited, except as expressly permitted by applicable law. You agree to abide by all additional restrictions displayed on the Sites as they may be updated from time to time. We may revoke this 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 Sites; (ii) intercept any system, data or personal information from the Sites; or (iii) interrupt or attempt to interrupt the operation of the Sites in any way. We reserve the right, in our sole discretion, to limit or terminate your access to or use of the Sites, 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.

4. Unsolicited Ideas for New Products

We welcome your ideas on potential new products. If you would like to suggest a new product, please visit the website at www.revloninc.com, and submit your idea pursuant to the terms and conditions stated on that website. Ideas submitted outside this process will not be considered.

5. Material You Submit

You acknowledge that you are responsible for any material you may submit via the Sites, including the legality, reliability, appropriateness, originality and copyright of any such material. You may not upload to, distribute or otherwise publish through the Sites any material 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 material. You may not upload commercial content onto the Sites. You grant us an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable, transferrable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any material that you submit 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 any material you

submit; that the material 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 material you submit 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 material you submit. We are under no obligation to use, post or disseminate any material you submit, and we have the absolute right to remove any material from the Sites in our sole discretion at any time.

6. 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 Sites or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Sites or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Sites. You may not attempt to gain unauthorized access to any portion or feature of the Sites, or any other systems or networks connected to the Sites or to any of our servers, or to any of the services offered on or through the Sites, by hacking, password “mining” or other illegitimate means. The consumer-facing portions of the Sites are for the user’s personal and non-commercial use only.

7. Links

The Sites 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.

8. Product Information

The products displayed on the Sites are only distributed in certain select countries. Except for our business-facing Sites, all information presented on the Sites is intended to be used for personal, educational or informational purposes only. You are responsible for seeking the advice of appropriate professionals concerning information, opinions and products available through the Sites. Our products are not intended to diagnose, treat, cure or prevent any condition or disease. All products should be used strictly in accordance with their instructions, precautions and

guidelines. You should always check the ingredients of products to avoid potential allergic reactions. Minors should use our products only with the permission of a parent or legal guardian.

Products may vary slightly from their pictures. The images of the products on our Sites are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the products.

While we will take reasonable care to ensure that the details, descriptions, images and prices appearing on the Sites are correct at the time the information was entered onto the system, to the fullest extent permitted by applicable law, we do not warrant that the product descriptions, colors or other content on the Sites are accurate, complete, reliable, current or error-free.

9. Sales to Business Customers

When the Sites make products available for sale to business customers, that activity is subject to this section of these Terms of Use.

Products can be ordered by business customers and delivered to business customers only within the country targeted by the Sites involved. Except where prohibited by law, we may limit the number of products available for purchase. When you place an order through the Sites, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders, such confirmation does not constitute our acceptance of your order. We reserve the right to reject or cancel any order, or reduce the quantity of any order, in whole or in part, at any time prior to shipping as determined by us in our sole discretion.

All prices displayed on the Sites are quoted in the national currency of the country from which the Site is available, unless another currency is specified, and are valid only in that country. A suggested price refers to the manufacturer's suggested retail price. The price listed refers to the price at which we are making the product available. If you place an order for a product through the Sites, you agree to pay the price that is stated in your order and any applicable taxes stated in your order. While we try to provide accurate pricing information on the Sites, a price stated on the Sites occasionally may be in error. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. Occasionally we may offer special promotions that we refer to as "special offers." Special offers may be for a limited time only, may be available in limited quantities, and may be subject to additional terms and conditions. Special offers cannot be combined unless we specifically state otherwise.

As part of our order processing procedures, we screen all received orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse to process an order due to suspected fraud or unauthorized or illegal activity. In such a case, we may reject your order or our Customer Service department may call you at the phone number you provided (or use your email address) to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity.

10. Trademarks and Copyrights

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

11. Infringement Notice

We respect the intellectual property rights of others and request that you do the same. Accordingly, we have adopted a policy to respond to notices of claimed infringement and terminate, in appropriate circumstances, the accounts of users who are repeat copyright infringers. If you believe that 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
U.S.A.
Attn.: Legal Department, Trademark & Copyright Counsel
Telephone: +1.212.527.4000
Email: copyright@revlon.com

12. Termination

You understand and agree that we may terminate your account or password, delete your account information, and/or prohibit you from accessing the Sites, in whole or in part, for any reason or no reason at all, at any time in its sole discretion, with or without notice. We shall not have any liability to you or any other person for any termination of your access to the Sites and/or the removal of information concerning your Account. In addition, any violation of this Agreement may be referred to law enforcement authorities.

13. DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOUR USE OF THE SITES, CONTENT, THIRD-PARTY CONTENT, LINKS AND THIRD-PARTY SITES IS AT YOUR SOLE RISK. THE SITES, CONTENT, THIRD-PARTY CONTENT, LINKS AND THIRD-PARTY SITES AND RELATED SERVICES AND FEATURES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS 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 SITES; (III) WHETHER THE CONTENT AND THIRD-PARTY CONTENT IS TRUE, COMPLETE, ACCURATE, NON-

MISLEADING OR TIMELY; AND (IV) THE ABSENCE OF ANY VIRUSES OR OTHER HARMFUL CODE IN THE SITES, CONTENT AND THIRD-PARTY CONTENT. WE DO NOT REPRESENT, COVENANT OR WARRANT THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

REFERENCE TO ANY PRODUCT OR SERVICE OF ANY THIRD PARTY DOES NOT CONSTITUTE OR IMPLY ITS ENDORSEMENT OR RECOMMENDATION BY US. VIEWS AND OPINIONS OF USERS OF THE SITES DO NOT NECESSARILY STATE OR REFLECT OUR VIEWS AND OPINIONS.

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE 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 INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF BUSINESS, ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OF USE OR YOUR USE OR INABILITY TO USE THE SITES, OR ANY CONTENT, SERVICES, LINKS, OR THIRD-PARTY CONTENT MADE AVAILABLE ON THE SITES OR ON ANY THIRD-PARTY SITES, 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 SITES. OUR MAXIMUM LIABILITY FOR ANY OTHER DAMAGES RELATED TO YOUR USE OF THE SITES OR ANY CONTENT OR SERVICES MADE AVAILABLE ON THE SITES WILL BE THE GREATER OF THE AMOUNT YOU PAID IN RELATION TO YOUR CLAIM OR \$25 USD.

NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (C) ANY OTHER LIABILITY WHICH WE CANNOT EXCLUDE OR LIMIT BY LAW.

The internet may be subject to breaches of security. Revlon is not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet.

15. Indemnification

To the fullest extent permitted by applicable law, 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 Sites, Content or Third-Party 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 Sites or the systems transmitting the Sites to you or others, you agree to be responsible for any and all Losses arising or resulting from that disruption. This provision does not apply to intentional or reckless acts or gross negligence on our part. You will cooperate as fully and as reasonably required in Revlon's defense of any claim.

16. Jurisdiction, Applicable Law and Arbitration

The substantive laws of the State of New York govern these Terms of Use and your use of the Sites. To the maximum extent permitted by law, and solely with respect to any disputes or claims not subject to arbitration, 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.

You and we agree that: (1) any claim or dispute (whether in contract, tort, or otherwise) that you may have against Revlon and/or its parent, subsidiaries, affiliates and each of their respective officers, directors and employees (all such individuals and entities collectively referred to herein as the "**Revlon Entities**"), or that any of the Revlon entities may have against you, arising out of, relating to, or connected in any way with the Sites or the determination of the scope or applicability of this agreement to arbitrate, will be resolved either by final and binding arbitration administered by the American Arbitration Association and be conducted in accordance with its Consumer Arbitration Rules (the "**Rules**") or by an individual action in small claims court, in which the claim or dispute between you and us is not consolidated with any other person's claim; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (3) in circumstances in which the Rules provide for an in-person hearing, such hearing will, at your request, take place in your hometown area or in New York, New York; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or the applicable Revlon Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) the arbitrator's award will consist of a written statement stating the disposition of each claim and provide a concise written statement of the essential findings and conclusions on which the award is based; (6) if you initiate an arbitration against us, the only fee you will be required to pay is \$250, and all other costs of the arbitration will be borne by us; (7) if we initiate an arbitration against you, we will be required to pay all costs associated with the arbitration; and (8) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules, then the balance of this arbitration

provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Revlon shall be entitled to arbitrate their dispute.

Contact information for the American Arbitration Association, as well as copies of the Rules and applicable forms, are available at www.adr.org or by calling the American Arbitration Association at (800) 778-7879.

17. Changes to These Terms of Use

To the fullest extent permitted by applicable law, 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 Sites. It is your responsibility to check for any changes we make to these Terms of Use each time you use the Sites or any portion thereof. If you access or use the Sites in any way after the Terms of Use have been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these Terms of Use will be available on the Sites and will supersede all previous versions of these Terms of Use. No changes to or waiver of any part of this Agreement shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Revlon.

18. Entire Agreement

These Terms of Use and any policies, operating rules, or Terms of Sale posted on the Sites (but excluding those terms and other conditions offered by the Third-Party Providers, as described in the paragraph entitled “Third-Party Content”) 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.

19. Waiver

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.

20. Severability

If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

21. How To Contact Us

If you have any questions or comments about these Terms of Use or the Sites, please contact us via [**this link**](#) or write to us at:

Revlon - Consumer Information Center
1501 Williamsboro Street
Oxford, North Carolina 27565
U.S.A.

Thank you for visiting our Sites.