



# Personal Online Brochure Mobile App

## Terms of Use

This mobile application (together with all Services, “Avon App”) is provided by Avon Products, Inc. (“AVON,” “we,” “us,” and “our”). The Avon App allows users to access and use content and services related to us and our products, which may include audiovisual content, images, text, data and other similar content and services (such content and services, collectively, the “Services”). Please read these Terms of Use (“Agreement”) carefully before using the Avon App. By downloading, accessing and/or using the Avon App and/or by click-accepting this Agreement, you agree to be bound by this Agreement. If you do not agree to the terms and conditions of this Agreement, you may not download, access or use the Avon App and you may not click-accept this Agreement. Further, by downloading, accessing and/or using the Avon App, and/or by click-accepting this Agreement, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement. If you are not of legal age to enter into this Agreement and have not obtained parental or guardian consent to enter into this Agreement, then you may not download, access or use the Avon App and you may not click-accept this Agreement. Note that by downloading, accessing and/or using the Avon App, you may lose any rights of cancellation under applicable laws, including applicable distance selling rules.

We reserve the right to change this Agreement, in whole or in part, from time to time for security, legal or regulatory reasons or to meet our changing business requirements or market developments, and to provide you with notice of such change by any reasonable means, including without limitation by making available the revised version of this Agreement through the Avon App. You can determine when this Agreement was last revised by referring to the “Last Updated” legend at the top of this Agreement. Your access to or use of the Avon App following changes to this Agreement will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to this Agreement shall not apply to any dispute between you and AVON arising prior to the date on which AVON posted the revised version of this Agreement incorporating such changes or otherwise notified you of such changes. If you do not agree to any changes made to this Agreement, you may not access or use the Avon App.

We may, at any time, modify or discontinue all or part of the Avon App; charge, modify or waive fees required to use the Avon App; or offer opportunities to some or all Avon App users, for security, legal or regulatory reasons or to meet our changing business requirements or market developments, subject to any restrictions placed on our exercise of such rights under applicable law. You have the right, upon Avon making such modifications to the Avon App, to discontinue your use of the Avon App.

For purposes of this Agreement, the following terms have the following meanings:

- An “AVON Independent Sales Representative” is an individual (a) who has agreed, pursuant to the terms of an AVON Independent Sales Representative Contract, to be an AVON independent sales representative and (b) who remains an active AVON independent sales representative in good standing.
- The “AVON Independent Sales Representative Contract” means the agreement (collectively with any terms and conditions attached thereto or incorporated therein) between AVON and an AVON independent sales representative pursuant to which such individual was appointed as an AVON independent sales representative.



If you are an AVON Independent Sales Representative, you acknowledge and agree that your use of the Avon App is subject not only to this Agreement, but also to the terms and conditions contained in your AVON Independent Sales Representative Contract and any applicable Avon policies, codes of conduct or other related guidelines.

**1. Content Posted by AVON Independent Sales Representatives.** AVON Independent Sales Representatives are independent third party contractors of AVON and are not otherwise affiliated with AVON or any of AVON's parent companies, subsidiaries or affiliates (collectively "Affiliates").

Without limiting the foregoing, although AVON may provide AVON Independent Sales Representatives with certain resources and tools (including without limitation assistance with the creation of personalized online sites that contain AVON branding and content, to which the Avon App may link or interact), you acknowledge and agree that neither AVON nor any Affiliate has control over, or is responsible or liable for, any text, images, or other information or materials made available by AVON Independent Sales Representatives through the Avon App. You further acknowledge and agree that neither AVON nor any Affiliate has control over, or is responsible or liable for, any personalized online sites of AVON Independent Sales Representatives to which the Avon App may link or interact. Such information, materials, and personalized online sites shall be referred hereafter as "AVON Independent Sales Representative Content".

Neither AVON nor any Affiliate (a) has taken any steps to confirm the accuracy or reliability of any AVON Independent Sales Representative Content or other materials communicated by an AVON Independent Sales Representative to you, or (b) makes any representations or warranties as to the security of any communications between you and any AVON Independent Sales Representatives undertaken using AVON Independent Sales Representative Content (for example, email links made available by AVON Independent Sales Representatives). In addition, neither AVON nor any Affiliate makes any representations or warranties as to the data privacy or data protection practices of any AVON Independent Sales Representative.

**Information You Submit Through the Avon App.** Your submission of information through or in connection with the Avon App is governed by AVON's privacy statement ("Privacy Statement"), located at [https://www.avon.uk.com/PRSuite/privacy\\_security.page?CURR\\_URL=privacy\\_security.page](https://www.avon.uk.com/PRSuite/privacy_security.page?CURR_URL=privacy_security.page)

]. To the extent that you submit any personally identifiable information to any third party in connection with the Avon App (for example, via Third Party Materials, defined in [Section 11](#)), please note that (a) such third party's collection, use and disclosure of such information will be governed by its own privacy policy and not by AVON's Privacy Policy, and (b) we are not responsible for the information collection, usage and disclosure practices of such third party or any other third parties, including without limitation AVON Independent Sales Representatives.

You represent and warrant that any information you provide in connection with your use of the Avon App is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete.

**2. Registration; User Names and Passwords.** You may be required to register in order to access certain areas or features of the Avon App. With respect to any such registration, you may not use (and we may refuse to grant you) any user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other valid reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Avon App, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Avon App, to any third party. You are fully responsible for all interactions with the Avon App that occur in connection with your user name except to the extent that any unauthorized use is not caused by any breach of your obligations under this Agreement. You agree to immediately notify AVON of any unauthorized use of your password or



user name or any other breach of security related to your account, your user name or the Avon App of which you become aware, and to ensure that you log off and exit from your account with the Avon App (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

**3. Rules of Conduct.** While using the Avon App you agree to comply with all applicable laws, rules and regulations, and to respect the rights and dignity of others. In addition, your use of the Avon App is conditioned on your compliance with the rules of conduct set forth in this Section, and failure to comply with this Agreement and/or these rules of conduct (including without limitation your repeated engagement in copyright infringement through or in connection with the Avon App) may result in termination of your access to and use of the Avon App pursuant to [Section 15](#) below.

You agree not to post, transmit, or otherwise make available through or in connection with the Avon App:

- Any information or materials that are or may be, or the posting, transmission or use of which is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; or (e) protected by copyright, trademark, trade secret, right of publicity, confidentiality or privacy or any other proprietary right without the express written consent of the owner of such right.
- Any virus, worm, spyware or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, or disrupt the operation of, or monitor the use of, any hardware, software or equipment, including servers or networks used to make the Avon App available.
- Any unsolicited or unauthorized advertisements, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation that is not expressly approved by AVON in advance.
- Any personally identifiable information of another individual, without the prior lawful consent of such individual.

You further agree not to post, transmit, or otherwise make available through or in connection with the Avon App:

- Use the Avon App for any fraudulent or unlawful purpose.
- Use the Avon App to (a) advertise or offer to sell or buy any goods or services for any business purpose, or otherwise promote any services, businesses or opportunities, or (b) reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the Avon App.
- Remove any copyright, trademark or other proprietary rights notice from the Avon App or from materials originating from the Avon App.
- Create a database by downloading and storing Avon App content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Avon App content or reproduce or circumvent the navigational structure or presentation of the Avon App without AVON's express prior written consent.

Additionally, you acknowledge and agree that you (and not AVON) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Avon App, and for paying all charges related thereto.



#### 4. Software License Grant; Restrictions on Use.

The Avon App is licensed, not sold, to end users. Subject to the terms and conditions of this Agreement, we hereby agree to permit you, on a non-exclusive, revocable, non-transferable, non-sublicensable, limited basis, to (a) install the Avon App on an Internet-connected mobile device or mobile telephone (e.g., an iPhone, iPod Touch, or iPad, or an Android-based mobile telephone) (such mobile device or telephone, "**Mobile Device**") that you own or that is in your possession and control and (b) use the Avon App as installed on such Mobile Device as permitted by this Agreement and any applicable usage rules set forth in the third-party Terms of Service governing the application store through which you obtained the Avon App; provided that your installation and use of the Avon App are solely (i) for your personal use and for non-commercial purposes; and (ii) in accordance with each of the restrictions and limitations set forth in this Agreement. If you fail to comply with any of the terms or conditions set forth in this Agreement, this Agreement (including the grant of permission to use the Avon App hereunder) will automatically terminate, whereupon you will immediately (y) cease using the Avon App; and (z) remove (i.e., uninstall and delete) the Avon App from your Mobile Device. You are solely responsible for any violation of any applicable laws that results from your failure to abide by the terms of this Agreement. In addition, to the extent the retailer through which you obtain the Avon App has usage restrictions on the use of apps made available by such retailer, you agree to comply with such restrictions, and the license granted above is subject to such compliance.

Without limiting the generality of the foregoing paragraph, you shall not (i) rent, lease, timeshare, license, distribute, sublicense or otherwise transfer the Avon App or any portion thereof (as a standalone product or in conjunction with other products); (ii) make copies of the Avon App or any portion thereof (except as necessary to install and use the Avon App in accordance with this Agreement); (iii) reverse engineer, decompile or disassemble any portion of the Avon App, except where such restriction is expressly prohibited by applicable law; (iv) create derivative works of or from the Avon App or any portion thereof; (v) incorporate the Avon App or any portion thereof into any product or service; (vi) use the Avon App or any portion thereof for commercial purposes; and (vii) remove, alter or obscure any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels that appear in the Avon App. All rights not expressly granted to you hereunder are reserved to AVON and its licensors.

#### 5. Submissions.

- a. **Generally.** The Avon App may contain areas through which you are able to post information and materials, including without limitation text, images, photographs, graphics, music, videos, audiovisual works, data, information, files, links and other materials (each, a "**Submission**"). For purposes of clarity, you retain ownership of any Submissions that you post, subject to the terms and conditions of this Agreement (including the license grant in [Section 5\(b\)](#) below). You hereby acknowledge and agree that you do not have any rights to use or incorporate into any Submission or other materials, any content or materials owned by us or the Affiliates, or our or their respective licensors or suppliers ("**Avon Content**"), except to the extent that AVON expressly authorizes you in writing to so use or incorporate such Avon Content. For the sake of clarity, AVON, the Affiliates or our or their respective licensors or suppliers, as applicable, shall retain ownership of the Avon Content.
- b. **License Grant.** For each Submission that you make available in connection with the Avon App, you hereby grant to us and the Affiliates a world-wide, royalty free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to: (i) reproduce, distribute, transmit, perform and display (publicly or otherwise), make available to the public, adapt, modify, edit, translate, make, sell, offer to sell, import, and otherwise use and exploit (and have others exercise such rights on behalf of us or the Affiliates, through multiple tiers) such Submission, any ideas accompanying, related to, or embodied in such Submission, and any materials embodying, incorporating, or derived from such Submission, in any format or media now known or hereafter developed; (ii) create derivative works from such Submission (including without limitation by incorporating such Submission into any other work, or



into our, the Affiliates' or our or their respective designees' products or services); (iii) exercise all trademark, publicity and other proprietary rights with regard to such Submission; (iv) use your name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising or promotional purposes, whether or not in connection with your Submission, in accordance with the Privacy Statement (which can be viewed on the main navigation page of the Avon App) and (v) use your Submission (including the contents thereof and any derivative works thereof) for any advertising or promotional purposes. IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS SECTION, PLEASE DO NOT POST ANY SUBMISSIONS ON THE AVON APP.

- c. **Disclaimers.** It is possible that Avon App users will post information or materials on the Avon App that are wrong or misleading or that otherwise violate this Agreement. AVON and the Avon-Related Entities (as defined below) do not endorse and are not responsible for any information or materials made available by third parties through the Avon App or your use of or reliance on such information or materials. All Submissions will be deemed to be non-confidential and may be (i) disclosed to the general public and (ii) used by us without (A) any confidentiality or other non-disclosure obligations or (B) attribution to you or any third party, subject to the Privacy Statement (which can be viewed on the main navigation page of the Avon App). We reserve the right, at any time and in our sole discretion, to set limits on the number and size of Submissions that may be posted on the Avon App or the amount of storage space available for Submissions. The term "**Avon-Related Entities**" means the Affiliates and their and AVON's respective directors, officers, employees, agents, representatives, licensors and providers.
- d. **Acknowledgement.** You hereby acknowledge and agree that (i) you have received good and valuable consideration in exchange for the rights granted by you hereunder in and to any Submission that you post, which consideration includes, without limitation, the ability to participate in activities on the Avon App and the possibility that publicity or favorable exposure may arise from our or the Affiliates' use of such Submission or any derivative works incorporating or embodying such Submission; and (ii) you are not entitled to any further compensation for any use or other exploitation of such Submission by us or the Affiliates or any other party in connection with the rights in such Submission that have been granted hereunder and/or that are available under applicable law.
- e. **Representations and Warranties.** You hereby represent and warrant that: (i) you have the legal right and authority to enter into this Agreement; (ii) you solely own, or otherwise have the full right and permission to exploit, all of the rights in, to, and under any Submission that you post and to grant the rights and licenses set forth herein, and with respect to any third party materials that appear in or are otherwise incorporated or embodied in any Submission that you post, you have been granted the rights to such third party materials as necessary to grant the rights and licenses set forth herein; (iii) any Submissions that you post, and the use thereof by us, the Affiliates, our and their respective designees, and other users of the Avon App in accordance with this Agreement do not and shall not infringe or violate any patent, copyright, trademark, trade secret, or other intellectual property rights or other rights of any third party; (iv) any Submission that you post is not confidential and does not contain any confidential information; (v) in creating, preparing and posting any Submission, you (A) have complied and will comply in all respects with all applicable laws, rules (including without limitation our rules of conduct set forth in Section 3 above), and regulations and (B) have not violated and will not violate any understanding by which you are explicitly or implicitly bound (including without limitation any agreement with any third party) and (vi) you have obtained the consent, release, and/or permission of every identifiable individual who appears in any Submission that you post, to use such individual's name and likeness for purposes of using and otherwise exploiting such Submission(s) in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of majority, you have obtained such consent, release and/or permission from such individual's parent(s) or guardian(s) and from any other entity from whom such consent, release or permission is required (and, in each case, you agree to provide to us evidence of any such consents, releases and/or permissions upon our request). If you do post a Submission that contains the likeness of an identifiable individual, we strongly



encourage you not to include any identifying information within such Submission, such as the individual's name or address.

- f. Waiver; Further Assurances.** To the extent permitted under applicable law, you agree to forever release, discharge and waive all claims against AVON and the Avon-Related Entities from, and covenant not to initiate, file, maintain, or proceed upon any claims, demands, actions, losses, costs, damages, liabilities, judgments, settlements or expenses (including without limitation reasonable attorneys' fees) that relate in any way to the use of any Submission in a manner consistent with the rights granted under this Agreement, including without limitation any claim for idea misappropriation. Additionally, to the extent permitted under applicable law, you hereby waive any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with any Submission (and you hereby represent and warrant that you have obtained clear, express written waivers from any applicable third parties with respect to any and all rights that such third parties may have under such laws in connection with any Submission that you post). At any time upon our request, you shall: (i) take or cause to be taken all such actions as we may reasonably deem necessary or desirable in order for us and the Affiliates to obtain the full benefits of this Agreement and any licenses granted by you hereunder, and (ii) execute a non-electronic hard copy of this Agreement.
- g. No Obligation to Use.** We may determine in our sole discretion whether or not to exercise any right granted to us under this Agreement, and we shall have no obligation to (i) use or otherwise exploit any Submission or (ii) include any Submission on the Avon App or in any other services or materials.

**6. Unsolicited Input.** Notwithstanding anything to the contrary in this Agreement, we and the Affiliates do not accept, invite or consider unsolicited submissions or input of ideas, proposals or suggestions ("**Unsolicited Input**"), whether related to the Avon App, our products or otherwise. You hereby acknowledge and agree that (a) any Unsolicited Input is not confidential and AVON and the Affiliates have no confidentiality obligations with respect to such Unsolicited Input and (b) to the extent permitted under applicable law, any Unsolicited Input will become our and the Affiliates' sole property. Neither we nor any Affiliate has any obligation with respect to Unsolicited Input, and we and the Affiliates may use Unsolicited Input for any purpose whatsoever without compensation to you or any other person.

**7. Monitoring; Reporting of Objectionable Materials.** We may, but have no obligation to: (a) monitor, evaluate or alter Submissions before or after they appear on the Avon App; (b) seek to verify that any or all rights, consents, releases and permissions in or relating to a Submission have been obtained by you in accordance with your representations above; and/or (c) refuse, reject or remove any Submission at any time or for any valid reason (including without limitation if we determine in our sole discretion that all rights, consents, releases and permissions have not been obtained by you despite your representations above). You agree to cooperate with us in our verification and inquiries related to the foregoing. We may disclose any Submissions and the circumstances surrounding their transmission where reasonably required, and in accordance with our Privacy Statement. If you become aware of any unlawful, defamatory, offensive or objectionable material(s) in connection with the Avon App (other than material that infringes copyright, which is addressed separately in Section 8 below), write to us at [privacyUK&ROI@avon.com](mailto:privacyUK&ROI@avon.com) with a description of the material(s) at issue, your identity, the reason you believe the material is infringing and the location of such materials.

**8. Claims of Copyright Infringement.** The Digital Millennium Copyright Act of 1998 ("**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials made available on or accessible through the Avon App infringe your copyright, you (or your agent) may send AVON a notice requesting that AVON remove or block the materials or disable access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send AVON a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to John Bergin, Chief



Trademark & Copyright Counsel, Global Legal, Avon Products Inc., 777 Third Avenue, New York, New York, 10017, USA; tel: +1 212-282-7000; email: [dmca.notices@avon.com](mailto:dmca.notices@avon.com). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

**9. Our Proprietary Rights.** We, the Affiliates and/or our and their respective licensors and suppliers own the Avon App and the information and materials (including without limitation any Avon Content, but excluding Submissions) made available on or through the Avon App. Such information and materials are protected by copyright, trademark and/or other proprietary rights and laws.

We, the Affiliates and/or our or their respective licensors or suppliers own the trade names, trademarks and service marks on the Avon App, including without limitation "AVON". All trademarks and service marks on the Avon App not owned by us or the Affiliates are the property of their respective owners. You may not use our trade names, trademarks or service marks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained herein or on the Avon App should be construed as granting any license or right to use any trade names, trademarks or service marks without express prior written consent of the owner.

Please note that unauthorized use by you of the Avon App (including without limitation any software used to make the Avon App available) may subject you to monetary damages and other civil and criminal penalties including without limitation, for copyright infringement.

**10. Intended Audience.** The Avon App is made available from the United States, and the Avon App is not intended to subject AVON to the laws or jurisdiction of any state, country or territory other than those of England. Unless otherwise specified, materials made available through the Avon App are presented solely for the purpose of providing services and promoting products available in the United Kingdom. To the extent permitted under applicable law, AVON makes no, and hereby disclaims any, representations or warranties that the Avon App, in whole or in part, or any products, services, or materials made available through the Avon App, are appropriate or available for use in other locations. Those who choose to access the Avon App from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable. We may limit the Avon App's availability, in whole or in part, to any person(s), geographic area(s) or jurisdiction(s) we choose, at any time and in our sole discretion. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

**11. Third Party Materials.** Avon App does not control any Third Party Materials (as defined below), and therefore you agree that neither AVON nor the Avon-Related Entities are responsible or liable for any Third Party Materials, including without limitation the performance, accuracy, integrity, quality, legality, usefulness, or safety of, or intellectual property rights relating to, Third Party Materials or their use. We have no obligation to monitor Third Party Materials, and we may remove or restrict access to any Third Party Materials (in whole or part) from the Avon App at any time. The inclusion of Third Party Materials in the Avon App, or access to Third Party Materials through the Avon App, does not imply our endorsement of, or our affiliation with any provider of, such Third Party Materials, nor does it imply our endorsement of any of the products or services that might be available through such Third Party Materials. Further, your use of Third Party Materials may be governed by additional terms and conditions that are not set forth in this Agreement or in our Privacy Policy (for example, terms and conditions that are made available by the provider(s) of third party applications or third party content). This Agreement does not create any legal relationship between you and provider(s) of such Third Party Materials, and nothing in this Agreement shall be deemed to be a representation or warranty by AVON or any Avon-Related Entity with respect to any Third Party Material, including any representation or warranty as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through Third Party Materials or otherwise. The term "Third Party Materials" means:



(a) third party software applications and services (or links thereto) that are made available by our third party service providers; (b) certain functionality that allows, via any online, mobile or wireless system or network with which the Avon App interacts, the routing and transmission of, and online access to, certain digital communications and content made available by third parties; and (c) links to or feeds from third party websites and other online resources.

You agree that your use of third party materials and any content, information, data, advertising, products, services, or other materials on or available through such third party materials is at your own risk and is subject to any terms and conditions applicable to such third party materials.

AVON shall have the right, at any time and at its sole discretion, to block links to the Avon App through technological or other means without prior notice.

**12. Disclaimer.** AVON, its affiliates, its related entities, Avon's retailers and Avon Independent Sales Representative will not be responsible for (i) losses that were caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract was formed.

We will do our utmost to ensure that availability of the Avon App will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to the Avon App may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new services or facilities. We will attempt to limit the frequency and duration of any such suspension or restriction.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have goods and services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

Applicable law may not allow for limitations of certain implied warranties; solely to the extent that such law applies to you, some or all of the above limitations or disclaimers may not apply to you, and you may have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.

The Avon App may include inaccuracies, errors and materials that violate or conflict with this Agreement.

**13. Limitation of Liability. (included in 13)**

AVON is not responsible for any unauthorized access to or alteration of your submissions, transmissions or data or for any material or data sent or received or not sent or received.

AVON is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party (including without limitation any avon independent sales representative), or any infringement by a third party of another's intellectual property, privacy or other rights.

In no event shall the total liability of AVON, the avon-related entities and avon's retailers to you for all damages, losses and causes of action (whether in contract, tort or otherwise) arising from or related to this agreement, the AVON APP, or your



use of or inability to use the AVON APP exceed the amount paid by you, if any, for accessing or using the avon app; provided, however, if such damages, losses or causes of action are for gross negligence or willful misconduct, the total liability of avon, the avon-related entities and avon's retailers shall not exceed the greater of the amount paid by you for accessing or using the avon app and **fifty dollars (\$50.00)**.

In the event of any failure of the AVON APP to conform to any applicable warranty, you may wish to contact the retailer from whom you obtained such app to determine its applicable refund policy. To the maximum extent permitted by applicable law, such retailer will have no other warranty obligation whatsoever with respect to THE AVON APP. Except as expressly set forth herein, such retailer will be responsible for no other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Nothing herein creates or imposes any obligations on such retailer, or implies that such retailer has any obligations, with respect to the AVON APP. For clarity, unless such retailer has expressly agreed otherwise, such retailer shall not be responsible for addressing any claims relating to the avon app, including, but not limited to: (a) product liability claims; (b) any claim that the AVON APP fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. In no event will AVON or any avon-related entity have any responsibility to you in respect of any intellectual property infringement claims relating to the AVON APP (or any portion thereof) or your use of the AVON APP or any products.

Applicable law may not allow for exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above exclusions or limitations may not apply to you, and you may have additional rights. For example, in some jurisdictions, an application provider may not exclude or limit liability for personal injury or death directly resulting from the use of such provider's application or such provider's negligence.

**14. Indemnification.** Except to the extent prohibited under applicable law, you will defend, indemnify and hold harmless AVON, the Affiliates, and their respective directors, officers, employees, agents, representatives, licensors or providers (collectively "**Indemnified Parties**") from and against any and all allegations, claims, actions, demands, causes of action and other proceedings ("**Claims**") arising from or related to any of the following: (a) any violation of this Agreement or any other AVON terms, conditions or policies by you; (b) any Transaction to the extent that the Claim does not arise from the Indemnified Parties' breach of the Agreement; or (c) your violation of any rights of any Avon App user, customer or other third party; and you agree to reimburse the Indemnified Parties on demand for any damages, losses, costs, judgments, fees, fines and other expenses they reasonably incur (including attorneys' fees and court costs) as a result of any such Claim(s).

**15. Termination and Enforcement.** This Agreement is effective until terminated. You agree that AVON, at its sole discretion, may suspend, restrict or terminate your access to or use of the Avon App, if AVON believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including without limitation your failure to comply with the rules of conduct set forth in Section 3 above and the software licensing restrictions set forth in Section 4 above), subject to any restrictions placed on AVON's exercise of such rights under applicable law. Upon any such termination, your right to use the Avon App will immediately cease. You agree that any suspension, restriction or termination of your access to or use of the Avon App may be effected upon immediate notice and that AVON may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that AVON shall not be liable to you or any third party for any such suspension, restriction or termination of your access to the Avon App or to any such information or files, and shall not be required to make such information or files available to you after any such termination, suspension or restriction. AVON reserves the right to take steps that AVON believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the Avon App and/or a third party claim that your use of the Avon App is unlawful or violates such third party's rights). Sections 1 and 5-21, and the restrictions set forth in Section 4 of this Agreement shall survive any expiration or termination of this Agreement.



**16. Forward-Looking Statements.** Statements appearing on the Avon App that concern AVON, its affiliates and/or its management and that are not historical facts are “**Forward-Looking Statements**” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Such forward-looking statements are based on management's reasonable current assumptions and expectations. Such forward-looking statements involve risks, uncertainties and other factors, which may cause the actual results, levels of activity, performance or achievement of AVON to be materially different from any future results expressed or implied by such forward-looking statements, and there can be no assurance that actual results will not differ materially from management's expectations. These factors and risks are described in our current annual report and current quarterly report filed with the U.S. Securities and Exchange Commission (“**SEC**”) and in other filings we make with the SEC. You can access our most recent SEC filings via the SEC EDGAR system located at [www.sec.gov](http://www.sec.gov), or you may view these filings on our investor website ([www.avoninvestor.com](http://www.avoninvestor.com)) as soon as reasonably practicable after they are filed with or furnished to the SEC. We disclaim any obligation or responsibility to update, revise or supplement any Forward-Looking Statement or any other statements appearing on the Avon App.

**17. Governing Law; Dispute Resolution.** This Agreement as well as any dispute or claim (contractual or otherwise) arising out of or relating to this Agreement or your installation or use of the (“**Dispute**”) shall be governed by the laws of **England** without regard to its conflicts of laws principles. You agree that any Dispute shall be resolved only in the courts located in England and you hereby consent and submit to the jurisdiction of such courts for the purposes of litigating any such Dispute.

**18. Filtering.** Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following two sites: GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Note that AVON does not endorse, support or approve any of the products or services listed at such sites.

**19. Information or Complaints for users.** If you have a question or complaint about the Avon App, please contact Avon customer care on 0333 2345678

**20. Miscellaneous.** If any provision of this Agreement shall be deemed to 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. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and AVON. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and AVON relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and AVON relating to such subject matter. Each party acknowledges that, in entering into this Agreement it has not relied on, and (in the absence of fraud) shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Notices to you may be made by posting a notice (or a link to a notice) to the Avon App, by email, or by regular mail, at AVON’s discretion. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Except as expressly set forth in Section 21, where applicable, nothing in this Agreement, express or implied, is intended to or shall confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.



**21. Apple-Specific Terms and Conditions.** If you downloaded the Avon App from the Apple store, then in addition to the above sections, you also acknowledge and agree to the following provisions with respect to your use of the version of the Avon App that is compatible with the iOS operating system of Apple Inc. (“**Apple**”). You acknowledge and agree that this Agreement is solely between you and AVON, and not with Apple. Apple does not own and is not responsible for the Avon App. Apple is not providing any warranty for the Avon App, except, if applicable, to refund the purchase price for the Avon App. Apple is not responsible for maintenance or other support services for the Avon App, and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Avon App, including, without limitation, any third party product liability claims, claims that the Avon App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Avon App should be directed to the contact information provided in Section 19. Any inquiries or complaints pertaining to intellectual property rights should be directed to the contact set out in Section 8 above. The license you have been granted herein is limited to a non-transferable license to use the Avon App on an Apple-branded product which runs Apple’s iOS operating system and is owned or controlled by you, as permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, you agree to comply with the terms of any third party agreement that is applicable to you when using the Avon App, such as your wireless data service agreement. You hereby represent and warrant (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

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**For Avon UK:**

Avon Cosmetics Limited a limited liability company whose registered office is situated at Nunn Mills Road, Northampton NN1 5PA, United Kingdom  
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