

TERMS AND CONDITIONS SHAKIRA

is managed by the Spanish company SCENTS & SENSES COMPANY, S.L., ("SCENTS & SENSES") with registered address at Plaça Europa, 46-48 08902 Hospitalet de Llobregat (Barcelona), holder of Tax Identification Number B-64.797.129, recorded with the Commercial Registry of Barcelona at volume 40.696, folio 197, sheet number B-371.911 and with contact's e-mail info@shakira-beauty.com

Access to the Website

These terms and conditions regulate de access and use to the Website in order to provide them with information on SHAKIRA BEAUTY and its products.

Browsing and access to the Website and/or the use of the services offered through it grant the condition of user of the Website (the "**User/s**") and imply full and unreserved acceptance of the terms and conditions provided in this legal notice (the "**Legal Notice**"), as published by SCENTS & SENSES at the time the User may access the Website.

The use of certain services offered to the users through the Website are subject to specific terms and conditions (the "**Special Conditions**") which may replace, complement and/or modify the Legal Notice. Accordingly, prior to the use of such services, the User must read and accept, where applicable, the corresponding Special Conditions.

Also the use of the Website is subject to the legal texts, regulations of use and/or instructions on the Website that complement the Legal Notice.

Use and operation of the Website

Unless otherwise specified in the Special Conditions, the use of the Website is free and without prejudice to the cost of connection of the relevant telecommunications network the User has access.

The User agrees to use the Website, as well as its services and content, without infringing the current law, good faith, generally accepted uses and customs and public order. It is also prohibited the use of the Website for illegal or harmful purposes for SCENTS & SENSES or any third party.

When using the Website, the User agrees not to perform any act that could damage the image, interests and/or rights of SCENTS & SENSES and/or third parties, or that could render the Website useless, and/or overcharge, or prevent, in any form, the usual use and operation of the Website, the computer equipment or documents, files and all kind of content stored on any computer equipment (hardware and software) of SCENTS & SENSES or any other user.

In the event that the User infringes the Legal Notice or, as the case may be, any other terms or conditions detailed on the Website, SCENTS & SENSES is entitled to limit, suspend and/or terminate their access to the Website, adopting any technical measure that may be necessary for such purposes.

In general, the use of the Website does not require prior subscription or registration. However, SCENTS & SENSES may subject the use of certain services or the access to certain content to the prior completion of the registration and/or form available on the Website. Registration will be carried out as expressly stated in the service or in the Special Conditions that regulate it.

SCENTS & SENSES will make its best efforts to keep the Website in good working order, prevent errors or remedy them, if they arise, amend them, and keep the contents of the Website up-to-date.



However, SCENTS & SENSES does not warrant the availability or continued access to the Website, that there are no errors in its contents or that its contents are up-to-date.

SCENTS & SENSES reserves the right unilaterally to modify at any time and without prior notice, the clauses of the Legal Notice, as well as the configuration and, in general, any other content or service of the Website. The use of the services and/or the simple access to the Website will imply the acceptance of any amendment introduced. SCENTS & SENSES therefore recommends to regularly review the Legal Notice and its subsequent amendments.

The User recognizes and accepts that at any moment SCENTS & SENSES shall be entitled to interrupt, disable and/or terminate any of the contents and/or services included on the Website.

Liability

User knows and voluntarily accepts that the use of the Website is carried out, in any event, under their sole and exclusive liability.

User shall be held liable for the damages and prejudices of any kind that SCENTS & SENSES may suffer as a consequence of the infringement of any obligations that are subject to this Legal Notice and/or the law in force.

SCENTS & SENSES shall not be liable for any loss and/or damage that may arise, directly or indirectly, from access to or use of the information the Website contains and, especially, information on third parties other than SCENTS & SENSES and/or SHAKIRA BEAUTY including, but not limited to, the ones produced in the computer systems or the one arisen by the introduction of a virus and/or hacking, and shall not be held liable for the damages suffered by the users due to an inappropriate use of the Website nor for the falls, interruptions, absence or fault in the communications.

Moreover, SCENTS & SENSES shall not be held liable for any damage or loss caused to Users' software or hardware arising from access and/or use of the Website.

Unless otherwise set forth by law, the User expressly acknowledges and agrees that SCENTS & SENSES does not grant warranty of any kind, either express or implied, over the Website, its content and services.

SCENTS & SENSES reserves the right to interrupt the access to the Website, as well as the provision of any or all content and/or services offered through it, at any time and without prior notice, either for technical reasons, security, control, maintenance or any other cause.

Consequently, SCENTS & SENSES does not guarantee the reliability, availability or continuity of the Website or the content offered on it, so that access to the Website and its contents is on User's own risk.

Furthermore, SCENTS & SENSES shall not be held liable for temporary interruptions of service, delays, errors, malfunctions and, in general, any inconvenience caused by factors that are not attributable to SCENTS & SENSES, to fraudulent or culpable actions of the User due to or by force majeure.

In this sense, SCENTS & SENSES excludes to the full extent permitted by law, any liability for damages of any kind that may arise from lack of availability or continuity of the Website or services.

SCENTS & SENSES has adopted security measures reasonably necessary to detect the existence of viruses and/or computer damages. However, the security measures of the computer systems are not entirely reliable and therefore SCENTS & SENSES cannot guarantee the absence of virus or other elements that may cause alterations in computer systems (software and hardware) of the User or in electronic files contained therein. SCENTS & SENSES excludes to



the fullest extent permitted by law, any liability for damages of any kind that may be due to the presence of viruses or other elements contained in the Website, which may alter the computer system, electronic documents and/or files of Users.

SCENTS & SENSES excludes any liability for the use that the User may make of Website's content that may result in a violation of any rule, national or international, of intellectual property or image rights and/or any other right of third parties.

Access to the Website and any use made of the information contained therein is the sole responsibility of whoever does it. SCENTS & SENSES shall not be liable for any consequence, damage and/or prejudice that may result from such access or use of the information, nor for any possible security errors that may occur or the potential damage caused to User's computer system (hardware and software), files or documents stored therein as a result of a malfunction of the browser or the use of non-updated versions.

Neither will SCENTS & SENSES be liable for damages and/or prejudices arising from the use of the contents of the Website. In particular, SCENTS & SENSES is not responsible for the contents or the state of the links that are contained on the Website and that may lead the User to other websites operated by third parties. SCENTS & SENSES is not responsible for the contents or the state of these websites. Access to them through the Website does not imply that SCENTS & SENSES recommends and/or approves of its contents.

Policy on hiperlinks

a) Links to the Website

The introduction of hyperlinks or technical link devices (e.g. links, banners or buttons) for commercial purposes in websites outside SCENTS & SENSES (the "**Site with Link**"), which allow access to the Website, without prior written consent of SCENTS & SENSES is expressly prohibited. In any case, the existence of such hyperlinks does not imply the existence of commercial relationship with the owner of the Site with Link, nor the acceptance and/or responsibility by SCENTS & SENSES of its contents and/or services.

The Site with Link shall comply with the law in force and shall not, in any way, house content of its own or of third parties that: (i) is unlawful, harmful or contrary to morals and good manners (pornography, violence, racism, degradation, etc.); and/or (ii) results inappropriate or not pertinent in connection with the brand SCENTS & SENSES and/or SHAKIRA BEAUTY. In any case, SCENTS & SENSES reserves the right to prohibit or cancel at any time any hyperlink or technical link device (e.g. links, banners or buttons) to the Website, especially in events of unlawful activity or contents of the Site with Link.

b) Links to other websites

It is possible to include links to the Website that grant the user access to other websites ("**Linked Sites**").

In any case, SCENTS & SENSES does not warrant nor assume any liability for damages and/or prejudices suffered by the access to third-party content through the possible connections or links to the Linked Sites from the Website. The function that, where appropriate, such hyperlinks or technical link devices (e.g. links, banners or buttons) could have is exclusively that of informing Users about the existence of other sources of information or other content and Internet services.

SCENTS & SENSES shall not be in any way liable for the result obtained through these hyperlinks or technical link devices (e.g. links or buttons) or for the consequences arising from the access by Users to the Linked Sites. This third-party content is provided by them, so SCENTS & SENSES cannot control the legality of such content nor the quality of the services offered therein.

As a consequence thereof, the User shall be sole responsible for the verification and acceptance of the content and/or the terms and conditions of the Linked Sites every time that they access and uses them.

Intellectual Property

All copyright over designs, databases and software (including source codes), as well as all the elements contained on the Website (texts, graphics, photos, videos, audible recordings, colours combinations, and so on) [the “**Content**”], its structure, selection and organization, is owned by SCENTS & SENSES and/or, as the case may be, its licensors. Any website’s distinctive signs (trademarks and trade names) are owned by SCENTS & SENSES, SHAKIRA BEAUTY and/or its licensors.

Use of the Website by the user does not imply the granting of any intellectual right over the Website or the Content.

The names of other products, services and companies appearing on the Website may be distinctive signs registered by their respective owners, and therefore it may not be construed that access or use of the Website may grant the User any right over the distinctive signs registered. Similarly, all Content is protected by copyright, and intellectual property belongs to SCENTS & SENSES or, where applicable, to its licensors, and no exploitation rights related to them beyond what is strictly necessary for proper access or use of the website may be understood to have been granted to the User.

The User is only authorized to view and obtain a temporary private copy of the content for personal and private use in their computer systems (software and hardware) and not assigned to third parties. With the above exception, it is expressly forbidden to the User the reproduction, transformation, distribution, public communication, public disposal, extraction, reuse, forwarding and/or use of any nature by any means or procedure, of any of them, except where it is legally permitted or authorized expressly and in writing by SCENTS & SENSES and/or its licensor. By way of example but not limited to it, the User is not authorized to:

- a) Use the information contained on the Website for the purpose of developing commercial activities or professional nature (direct sales or any other commercial purpose as well as marketing in any way with this information).
- b) Delete, avoid or manipulate the copyright and other identifying data of SCENTS & SENSES’s rights, as well as any protection mechanisms.
- c) Disassemble, decompile or invert the databases in which Website’s information is stored.

Unauthorized use of the content of this Website and any damage caused to SCENTS & SENSES’ intellectual property rights may result in SCENTS & SENSES and/or SHAKIRA BEAUTY taking whatever action to which they may be entitled by law, and in any liabilities that may arise thereof.

Unauthorized use of the information contained on the Website, its resale, as well as any breach of the intellectual property rights of SCENTS & SENSES will imply the legal liability laid down. Specifically, unauthorized use of the Content and any damage caused to the intellectual property rights of SCENTS & SENSES and/or its licensors may entitle SCENTS & SENSES and/or its licensors to take any action set forth by law to protect and cause any liability arising therefrom.

Image Rights

In case the user participates in any online contests organized by SCENTS & SENSES on the



Internet (Website, micro-site, Facebook, Instagram, etc.), in which the user (as participant) is required to upload Images (photos, videos, drawings, etc.), the following shall apply to the use. By participating to the online contests and uploading Images, the user represent that he is aware and agree with the following.

The user undertakes not to upload Images that are not original and/or are not recorded by them or that infringe law or rights of third parties (specially, copyrights, trademarks, and/or privacy, honor and image rights). For these purposes, each participant/user declares that he/she owns all the rights regarding the Images and, as the case may be, has obtained the relevant express consent of the people appearing in the Image for its free of charge spreading in any media and/or territory and for indefinite term.

SCENTS & SENSES shall not be held liable, in any event, of the infringement of the above-referred obligations nor any damages and/or prejudices arisen from said infringement. Each participant/user recognizes that SCENTS & SENSES has fully rights to assign the use of the Images in any form that SCENTS & SENSES may consider, as well as for any commercial purpose related (including but not limited to, advertising, marketing, promotions, merchandising and/or exploitation of the relevant contest, wholly or in part).

Participants/users expressly authorize SCENTS & SENSES and its licensors to reproduce, communicate or distribute, adapt and transform the Images, for free, on SCENTS & SENSES websites and official social networks including without limitation SHAKIRA BEAUTY 's official Instagram and Facebook and any other social networks accounts of SCENTS & SENSES affiliates and/or subsidiaries; websites of authorized retailers and/or any social networks of any influencer authorized by SCENTS & SENSES, in any media an territory, all over the world, for the maximum period of time permitted by law.

The user/participant is aware that the putting the Images on the social networks implies the application of the general usage conditions of said social networks, in particular, the right of sublicensees attributed to the social networks and to the users of the social networks; SCENTS & SENSES will in no event be liable for the reproduction, processing, exploitation and conservation of the Images or of a part of the Images by social networks or by social networks' users according to the general usage conditions of the social networks. SCENTS & SENSES cannot be held responsible for the reproduction, processing, exploitation and conservation by social networks' users in the general usage conditions of the social networks of the images throughout the corresponding contest term and after its expiry. For the sake of clarity, the participants/user hereto acknowledge and agree that SCENTS & SENSES shall not in any event be responsible for deleting/removing the Images uploaded during the term of the corresponding contest on the social networks.

Likewise, without prejudice to the terms and conditions of the corresponding social network (e.g. Instagram, Facebook, etc.), each user/participant authorizes the other participants and/or any third party related to the corresponding contest to access and view for free the Images.

In any event, SCENTS & SENSES is entitled to remove any image, without obligation to give prior notice to the participant/user, when it considers that the image infringes any law, rights of third parties and/or it is not adapted to the contest's nature and/or the image and reputation of SCENTS & SENSES, its licensors and/or its products. SCENTS & SENSES shall be entitled to deny and refuse any image unilaterally considered that is racist, sexist, violent or inappropriate in general.

SCENTS & SENSES and its licensors shall not be held liable for the improper and/or fraudulent use of the Image or modifications and/or alterations of the Image made by any third parties.

Privacy Policy



In order to use or have access to certain services and/or contents, SCENTS & SENSES may require Users to fill out some registration forms that will necessarily imply providing personal data.

Who is the Data Controller?

The Data Controller is SCENTS & SENSES and its contact data are indicated at the beginning of these Terms and Conditions.

For what purposes do we process your personal data?

We process all the information provided by the users in order to manage their requests and to send them communications (also by electronic means) about news or commercial offers that may be of their interest. In order to offer products and/or services of SCENTS & SENSES according to their interests, SCENTS & SENSES may elaborate users' profile based on the information provided by them.

In the contact forms of the Website, it will be necessary for the user to fill in the fields marked as "mandatory". Failure to provide all personal data required by SCENTS & SENSES could imply incomplete attention to the requested application.

How long will we keep your personal data?

The personal data provided by the users will be kept as long as they do not request the deletion.

What is the legitimacy for the processing of your data?

The legal basis for data processing is the consent of the users who provides it by accepting this Privacy Policy.

To which recipients will your data be communicated?

The data may be communicated to other companies of the PUIG GROUP for the same purposes above referred.

What rights do the users have when we process their personal data?

Any user has the right to obtain confirmation on whether SCENTS & SENSES is processing personal data that concerns them or not.

The users can exercise their right of access to personal data, as well as request the rectification of inaccurate data or, where appropriate, request its deletion when the data is no longer necessary for the purposes that were collected.

The users may request the limitation, portability and opposition of their data, in certain circumstances and for reasons related to their particular situation.

The users may exercise the rights above referred, under the terms and conditions provided in the law in force, at the registered office of SCENTS & SENSES or request it by email to SHAKIRA BEAUTY to info@shakira-beauty.com. In the event that the users do not obtain a satisfactory answer and wish to make a claim or obtain more information about any of these rights, they can go to the Spanish Agency for Data Protection (www.agpd.es - C / Jorge Juan, 6 from Madrid).

Cookies policy

A cookie is a file downloaded to a device when accessing a website that allows, among other things, to store and retrieve information about browsing habits of a user or their device and depending on the information contained therein and how the device is used, it can be used to

Cookies can be classified into the following categories:

- Own cookies: They are sent to the user's terminal from a computer or domain managed by a third party and from which the service requested by the user is provided.
- Third-party cookies: They are sent to the user's terminal from a computer or domain that is not managed by the editor but by another entity that processes data obtained through cookies (e.g., cookies used by social media).
- Session cookies: They collect and store data while the user is accessing a website.
- Persistent cookie: The data are stored in the terminal and can be accessed and processed during a specific period defined by the entity responsible for the cookie.
- Technical cookies: They allow the user to browse through the website, platform or application and use the different options or services offered such as, for example, sharing content through social networks.
- Customization cookies: They allow the user to access the service with some predefined features of a general nature based on a set of criteria in the user terminal, for example, the language used.
- Analysis cookies: They allow the monitoring and analysis of the behaviour of users of linked websites.
- Advertising cookies: They allow the management of advertising space.
- Behavioural advertising cookies: They allow the management, in the most effective way possible, of advertising space of the website. They store information of user's behaviour obtained through continued observation of their browsing habits, allowing the development of a specific profile on the basis of which adverts will be displayed.

a) Types of cookies used on the Website

Cookie	Type	Term	Managing Entity	Purpose
PHPSESSID	Any kind of connection	When the browsing session ends	Puig - Shakira	This cookie is used to set and use user navigation session
trackingActivated	Any kind of connection	1 year	Puig - Shakira	This cookie is used to activate general site analytics tracking
act	Secure connections only	When the browsing session ends	Facebook	This cookie is used to allow you to control the "Follow us on Facebook" and "Like" buttons
c_user	Secure connections only	3 months	Facebook	This cookie is used to identify the user
datr	Secure connections only	2 years	Facebook	This cookie is used to for browsers security

dpr		2 years	Facebook	This cookie is used to allow you to control the "Follow us on Facebook" and "Like" buttons
fr	Secure connections only	3 months	Facebook	This cookie is used to define the language of the Facebook user
pl	Secure connections only	90 days	Facebook	This cookie is used to identify device access
presence	Secure connections only		Facebook	This cookie is used to allow you to control the "Follow us on Facebook" and "Like" buttons
sb	Secure connections only	2 years	Facebook	This cookie is used to browser login session authentication
xs	Secure connections only	90 days	Facebook	This cookie is used to user authentication
IDE	Any kind of connection	1 year	DoubleClick	This cookie is used by Doubleclick to record the statistics of visits and consultations of the site
DSID	Any kind of connection	15 days	DoubleClick	
__ncuid	Any kind of connection	1 year	DoubleClick	
cto_lwid	Any kind of connection	1 month	DoubleClick	
_ga	Any kind of connection	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
_gid	Any kind of connection	1 day	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
NID	Any kind of connection	6 months	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
APISID	Any kind of connection	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
1P_JAR	Any kind of connection	1 month	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
SIDCC	Any kind of connection	3 months	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
HSID	Any kind of connection	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site

SSID	Secure connections only	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
SID	Any kind of connection	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site
SAPISID	Secure connections only	2 years	Google	This cookie is used by Google to record the statistics of visits and consultations of the site

Google Analytics privacy: <https://www.google.com/policies/privacy/>

Users give their consent to the fact that the server of SCENTS & SENSES where the Website is hosted may be entitled to use the above-referred cookies.

b) How to Disable and/or Delete Cookies

Users can configure their browser to accept or refuse all the cookies or to receive a notice in their device informing them of the reception of each cookie and to decide at that moment whether to introduce it or not. The procedures to block and delete cookies may differ from one Internet browser to the other, so the user will have to revise the instructions provided by the Internet browser. If the User wants to reject the use of cookies, they may still use the Website but may experience limitations with some of the Website tools.

If the User wants to revoke their consent to the use of cookies, they may contact SCENTS & SENSES through the email: info@shakira-beauty.com

Withdrawal and Suspension of Service

SCENTS & SENSES may withdraw or suspend at any time and without prior notice, the provision of services offered through the Website to any Users that may infringe provisions of the Legal Notice.

Duration and Termination

The existence of the Website, and the provision of the services offered in it, have, in principle, an indefinite duration. That notwithstanding, SCENTS & SENSES is entitled to terminate or suspend the provision of those services and to cancel access to the Website at any time, without prejudice to what it is provided thereon in the relevant Specific Conditions. When reasonably possible, SCENTS & SENSES shall notify Users about the termination or suspension of the Website and, where appropriate, of the services offered in it.

Applicable Legislation and Jurisdiction

Access to and use of the Website shall be governed and interpreted in accordance with Spanish law.

Any dispute arisen between SCENTS & SENSES and the Users shall be settled by the Courts and Tribunals of the city of Barcelona (Spain) and the parties expressly waive any other jurisdictions to which they may be entitled.

In the event of any conflict or discrepancy arising between SCENTS & SENSES and the Users, the competent Courts that shall consider those matters shall be those established by the applicable law on competent jurisdiction of consumers and users.

This Legal Notice has been updated in May 2018.