

# Service Overview

The website is accessible at [www.Skinobs.com](http://www.Skinobs.com). It is edited by the company HAPPYWAY-SKINOBS Sarl. whose head office is located 17 allée du lac saint André - BP 20256 - 73375 Le Bourget-du-lac - Cedex France

Skinobs.com is a free service for users to search for devices, methods, instrumentation manufacturers, testing laboratories, areas of specialization or services offered for skin objectification and evaluation of cosmetic products and ingredients claims through a search engine and database. Searching for a device or laboratory will reveal which method and laboratory can support a claim. Skinobs.com only uses data from the information of device manufacturers and laboratories and the users. These general conditions of use do not know how to govern nor even regulate the relations between the users of the service and the companies. Skinobs.com puts in relation, thanks to a tool, the users, and the partner companies without controlling the use which is made of it. Skinobs.com does not intervene in the potential commercial relation which would intervene between a user of the site and a partner company. Skinobs.com will not be held responsible for any problem related to the purchase of a device or a test for whatever reason.

The access and the use of the services are reserved to the professional users. The users are the providers, the partners, as well as any other professional user of the site. One understands by "professional" any natural person who exerts a commercial, industrial, artisanal, or liberal activity, and any person acting in the name or for the account of a professional in the following fields: cosmetic, dermocosmetics, dermatology, chemistry.

The use of the Skinobs.com site implies the full and whole acceptance of the totality of the present general conditions of use.

The present General Conditions of Use prevail on all the other general conditions of purchase and/or sale and particular documents specific to the providers, the partners or any third.

The user may at any time consult them on the site, reproduce them, store them on his computer or on another medium, send them by e-mail or print them on paper to keep them.

## 1. Definitions

General Conditions of Use means the present contractual conditions, made available on the platform to govern the use of the platform by any user.

Services: shall designate all the services provided by SKINOBS in parallel with the provision of the platform.

File: designates the page specific to each presentation of the provider.

Site / platform: shall designate the SKINOBS internet platform accessible at [www.skinobs.fr](http://www.skinobs.fr). The platform gathers all the web pages, data-processing elements, services, and functionalities proposed to the users.

User: designates any person who accesses and navigates on the site.

Account: refers to the interface hosted on the platform in which all the data provided by the user is grouped together.

Service: refers to any service offered by providers via the platform.

Provider: refers to any natural or legal person listed on the platform and providing services to users on a professional basis.

Partner: refers to any person or entity having, with SKINOBS proceed on a professional basis to the provision of a service.

Laboratory: Refers to a public or private organization, offering clinical or pre-clinical testing services.

Consent: Consent is defined here as the meeting of at least two wishes. It must be real, free, and informed.

Clinical test: Tests performed on humans, skin, hair, or nails.

Pre-clinical test: Tests on cells, skin models.

Personal data: means any information relating to an identified natural person or a person who can be identified, directly or indirectly, by reference to an identification number or to one or more elements that are specific to him or her. To determine whether a person is identifiable, it is necessary to consider all the means of identification available or accessible to the data controller or any other person.

Party: means together the user on the one hand and SKINOBS on the other hand.

Data controller: means the entity which, alone or jointly with another, determines the means and purposes of a processing of personal data. The data controller who determines the means and purposes of processing personal data is the company HAPPYWAY-SKINOBS Sarl. as a legal person.

## **2. Rules of use**

The Skinobs.com site presents the offers of the manufacturers of devices of measurement of the skin and the laboratories of tests in the whole world.

The user commits himself to:

- To behave in a loyal and respectful way towards SKINOBS, the other users and the thirds.
- To communicate exact information at the time of his registration and the use of the site.
- To respect the intellectual property rights of the content provided by SKINOBS and other users, as well as the intellectual property rights.
- Not to exploit the data of the website for commercial use.
- Not to violate the rules of use of the website.
- Not to violate the laws in force and the rights of third parties.
- Not to manipulate the structure of the website and its data.
- Not to incorporate viruses and/or malicious software into the website.
- Not to copy or modify all or part of the content of the website.
- Not to collect or communicate information about users without the consent of the owners of the rights to these contents.
- Not to use the information on the website to send unsolicited mass messages (advertising or other).

In the event of finding abnormal content, the user will report the problems, contacting us by e-mail at [contact@skinobs.com](mailto:contact@skinobs.com) and explaining the problem found.

## **3. Access to the website**

Access to the website must be strictly personal. The use of the services provided by the website and access to the information is the result of a proactive and voluntary approach by the user.

The user who seeks information on the website does so on a personal basis, and the information provided by the website's partner companies to users is provided on a private basis, in the absence of their explicit consent.

The website allows users to obtain information on devices, clinical and pre-clinical tests and partner companies. As the user's approach is proactive and voluntary, the website is only a facilitator for the user to find information.

Access to information at a given time does not guarantee that the information is a reflection of the actual information in the evaluation of in-vitro, ex-vivo and in-vivo efficacy tests, as specified in article 5.

The information provided is worldwide.

### **3.1 User registration conditions**

To benefit from the services, the user creates an account on the site. Registration is free.

To register, the user is asked to provide the following information:

- Last name\*,
- First name\*,
- E-mail\*,
- Password\*,
- Company\*,
- Position\*,
- Country\*,
- Business sector\*,
- Phone number (optional)

The user will then be able to benefit from the services.

The user agrees to provide SKINOBS with accurate, fair and up-to-date data, which does not infringe, in any respect whatsoever, the rights of third parties.

The user undertakes to communicate to SKINOBS any necessary update of the data communicated at the time of his registration.

### **3.2 Management of identifiers**

Once registered, the user will have to connect to the site with his identifiers.

SKINOBS undertakes not to communicate this password. It is up to the user to ensure the confidentiality of his identifiers.

Any connection to the account of a user from his identifiers will be presumed to have been made by the user himself, who accepts responsibility for it.

Any user who would have knowledge of a fraudulent use of his identifiers must inform SKINOBS as soon as possible. His negligence in communicating this alert to SKINOBS may be reproached.

The creation of an account requires to provide a valid email address.

The user agrees to create only one account on the site. SKINOBS declines any responsibility as for the harmful consequences which could have the use of multiple accounts for only one organizer.

The user is entirely responsible for the accuracy and updating of the data provided in the context of the opening and management of his account.

SKINOBS reserves the discretionary right to refuse or cancel the registration of a user who does not comply with the spirit of the site or who would violate the image of SKINOBS, and this without it being possible to engage its responsibility in any way.

### **3.3 De-registration of the user**

In accordance with the regulations, the user may, at any time, without charge, terminate his access account to SKINOBS.

By e-mail, to the following address: [contact@skinobs.com](mailto:contact@skinobs.com)

SKINOBS will confirm the unsubscription of the user by sending him an email to the address given on his account.

## **4. Conditions of referencing**

Once the search is launched, the appearance of a site on the SKINOBS portal is subject to the following conditions:

- Providers are classified randomly, according to a defined order of presentation: partner laboratories first, initial laboratories second and then other laboratories.

- The visible information is the same for all sites, namely a provider's identity sheet, a description corresponding to the provider, the methods, and clinical / preclinical tests as well as the location of the provider.

- The provider can at any time modify or rectify the provider's identity card, URL and description by sending a detailed request to the following e-mail address: " contact@skinobs.fr «.

The proposed site meets several requirements:

- An updated content;
- A qualified and verified content;
- An email or a form at least, is available to the providers who wish to contact SKINOBS;
- In the case where personal data are collected, the site must have a legal notice;
- In addition, the site is not a showcase of an existing site, nor an identical copy of the content of another site.

The provider benefiting from this service (referencing of his laboratory in the directory), must provide certain information, those listed in the provider's identity cards, as well as the name of the laboratory and the methods / clinical or preclinical tests performed. This information is stored in a database for a period limited to their use and for defined purposes. This purpose consists in sending informative e-mails about the evolution of the platforms.

The referencing of a provider according to the above-mentioned conditions is entirely free of charge and has for only counterpart the exchange of information on these services.

## **5. Services offered**

The User Services offered on the SKINOBS platforms are free

### **5.1 Services available to users**

#### **5.1.1 Consultation of provider records**

Once the registration is completed, the user is directed to a page referencing on the one hand the searches concerning preclinical tests, and on the other hand the searches concerning clinical tests. Once connected to the chosen page, the user has the possibility to consult the information relative to each service, via an identity sheet of the method and the provider.

The user can search according to different criteria: type of test, type of product, type of subject, specific claim, country.

The user can also perform an advanced or expert search according to different criteria: degree of technology, degree of novelty, type of result, type of method, device, laboratory, device manufacturer.

#### **5.1.2 Requesting a match / connection**

The user interested in a request can contact the provider directly via an information request integrated into the SKINOBS website, or if necessary, contact the provider directly.

SKINOBS does not guarantee the responsiveness of the providers registered and referenced on the Site nor their lack of professionalism or their working methods, which the user expressly agrees.

SKINOBS will nevertheless exclude any provider who does not respect the prerogatives and philosophy of SKINOBS, and the services offered on the Site.

The user who registers must respect the rules set out in the general conditions brought to his attention at the time of his registration.

#### **5.1.3 Viewing articles and content pages**

Once the registration is completed, the user also has access to many articles and scientific content.

These articles and content are accessible only to registered users on the SKINOBS website.

This service is free of charge and works only on the platform. SKINOBS only grants permission for private viewing and personal use of the announcements, excluding any public viewing or distribution.

The paper printout is authorized for private copying for the exclusive use of the copier within the meaning of the Intellectual Property Code.

#### 5.2 Services made available to providers and partners

SKINOBS offers an article publication service for the use of professionals related to the field of services offered by SKINOBS. The partners of SKINOBS have the possibility, under condition, to publish scientific articles on the news feed sent via a weekly e-mail.

The author of the advertisement is solely responsible for his proposal and its content. SKINOBS shall not be held responsible in any way for the publication of this advertisement.

The relations and provisions relating to the services offered to the provider are governed by article 4 of the general conditions of use relating to the conditions of referencing.

A moderator is likely to delete, before its diffusion or at any time during its diffusion, any article and to put it offline. The articles submitted will be put online permanently.

## 6. Responsibilities

### 6.1 General

In any case, if the responsibility of SKINOBS would be retained, the guarantee of SKINOBS would be limited to the support it offers to the User.

### 6.2 Damage resulting from the website

SKINOBS declines any responsibility in particular:

- in case of impossibility to temporarily access the site for technical maintenance operations or updating of published information. Users acknowledge that SKINOBS cannot be held responsible in case of malfunction or interruption of the said transmission networks.
- in case of viral attacks, illicit intrusion in a system of automated data processing.
- in case of abnormal use or illicit exploitation of the site by a user or a third party.
- in relation to the content of third-party websites to which hypertext links on the site refer.
- in the event of non-compliance with these general terms of use attributable to the users.
- in case of foreign cause not attributable to SKINOBS.
- for any indirect or immaterial damage such as loss of chance, loss of profit, loss of contract or loss of image.
- In any case, the responsibility of SKINOBS can be engaged only in case of proven fault.
- In case of abnormal use or illegal exploitation of the site, the user is then solely responsible for damages caused to third parties and the consequences of claims or actions that could result from it

SKINOBS reserves the right to modify, suspend or discontinue the Site [www.skinobs.com](http://www.skinobs.com), the platform and services at any time, with or without notice, without the responsibility of SKINOBS cannot be engaged by the user, the provider, partner or by third parties, because of the exercise of their rights.

SKINOBS nevertheless implements means to ensure that the site and the platform are always functional and accessible, except in case of voluntary or involuntary interruption, particularly for maintenance or force majeure. In case of anomaly discovered by the user or by the professional, they undertake to inform SKINOBS as soon as possible so that the latter can remedy it.

## **6.3 Hosting status**

### **6.4**

Users acknowledge that SKINOBS has the quality of host within the meaning of Article 6 I 2° of the Act of June 21, 2004, for confidence in the digital economy known as LCEN.

As such, SKINOBS reserves the right to remove any content that has been reported and that it considers as obviously illegal within the meaning of Article 6 I 2° of the Act of June 21, 2004, for confidence in the digital economy called LCEN.

The notification of obviously illicit contents by a user or any other third party must be done by e-mail, at the following address: [contact@skinobs.com](mailto:contact@skinobs.com)

In accordance with article 6 I 5° of the law of June 21, 2004, for the confidence in the digital economy called LCEN, the notification, to be valid, must include the following elements

- the date of the notification.
- if the notifier is a natural person: his surname, first names, profession, domicile, nationality, date and place of birth; if the applicant is a legal entity: its form, its name, its registered office and the body that legally represents it.
- the name, profession, company of the addressee or, if it is a legal person, its name and registered office.
- the description of the litigious facts and their precise location.
- the reasons for which the content must be withdrawn, including the mention of legal provisions and justifications of facts.
- a copy of the correspondence addressed to the author or publisher of the litigious information or activities requesting their interruption, withdrawal or modification, or the justification that the author or publisher could not be contacted.

## **7. Intellectual Property**

The trademarks, logos, slogans, graphics, photographs, methods, software solutions and texts and any other content on the site are the exclusive intellectual property of SKINOBS or providers and cannot be reproduced, used, or represented without express permission under penalty of legal action.

Any representation or reproduction, total or partial, of the site and its contents, by any means whatsoever, without the prior express permission of SKINOBS is prohibited and will constitute an infringement punishable by Articles L.335-2 and following and Articles L.713-1 and following of the Code of Intellectual Property. SKINOBS expressly prohibits:

- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of its database on another medium, by any means and in any form whatsoever.
- Reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the database, in any form whatsoever.
- The reproduction, extraction, or reuse, by any means, of the contents (photographs, description etc...) of the providers' identity cards

The acceptance of these Terms of Use is recognition by users of intellectual property rights of SKINOBS and providers and commitment to respect them.

## **8. Protection of personal data**

Within the framework of the exploitation of the site, SKINOBS is likely to collect personal data.

These data are necessary for the management of the site and the services. These data will be treated in accordance with the purposes provided for at the time of collection and they will be kept for a period justified by the purpose of the treatment.

In accordance with Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms, and in accordance with the General Data Protection Regulation of May 23, 2018 (RGPD), the user has the right to access, rectify, oppose (for legitimate reasons) and delete his personal data. He can exercise this right by sending an email to [contact@skinobs.com](mailto:contact@skinobs.com).

The data controller undertakes to:

- Process personal data only for the purposes defined
- To process personal data in accordance with applicable laws
- Guarantee the confidentiality of personal data by taking all appropriate technical and organizational measures to prevent access to personal data by unauthorized persons; by carrying out identity and access controls via an authentication system as well as a password policy; by opting for a system of management of authorizations and processes and devices set up to trace all actions carried out on its information system, and to carry out, in accordance with the applicable laws, reporting actions in the event of an incident impacting the personal data
- Ensure that the persons authorized to process personal data are committed to respecting confidentiality or are subject to an obligation of confidentiality and that they receive the necessary training in the protection of personal data.
- Delete, anonymize, or archive personal data at the end of the retention period

The data controller will not be responsible for any security incidents related to the use of the Internet, in case of loss, alteration, destruction, disclosure or unauthorized access to data or information of the user.

Thus, in terms of computer security, the data controller endeavours to apply the recommendations made by the CNIL in this regard: password policy coupled with a second identification, regular modification of passwords, etc.

When the applicable laws so provide, the data controller notifies the user of the site and the competent control authority (CNIL) of any violation of personal data within a maximum period of 72 hours after becoming aware of it by e-mail to the e-mail address at its disposal.

## **9. Cookies**

Browsing the site may cause cookies to be installed on the user's terminal.

### **9.1 Types of cookies used**

When you visit the site, the data controller deposits cookies on your terminal in order to simplify and improve your navigation on the site and to personalize the services offered to you under the conditions defined below.

The different types of cookies and their purposes:

- Necessary cookies: these are those strictly necessary for the proper functioning of the site (for example: identification and connection to your SKINOBS account). These cookies contribute to the technical functioning of the site and cannot be deactivated.
- Functional cookies: these cookies help to improve navigation on the site and in particular to make navigation more fluid and personalized without being essential to the proper functioning of the site (for example: the memorization of the information of connection to the site if necessary)
- Analytical cookies or audience measurement: these cookies allow the data controller to know the use and performance of the site and to improve its operation (for example, the most visited pages of the site, searches made by users, etc.)

## **10. Validity of the General Conditions of Use**

If any of the provisions of these Terms of Use were to be declared null and void with respect to a legislative or regulatory provision in force and/or a court decision having the authority of res judicata, it shall be deemed unwritten but shall not affect the validity of the other clauses which shall remain fully applicable.

Such a modification or decision does not authorize users to disregard these Terms of Use.

## **10.Modification of the General Conditions of Use**

These Terms of Use apply to any user browsing the platform.

SKINOBS reserves the right to update and modify the present General Conditions of Use at any time, to adapt to legislative or regulatory changes. Any modification of the General Conditions of Use will be notified within a reasonable time determined by SKINOBS.

The General Conditions of Use applicable are those in force at the time of the user's navigation on the platform.

## **11.Jurisdiction and applicable law**

THESE TERMS AND CONDITIONS OF USE ARE GOVERNED BY FRENCH LAW. IN CASE OF DISPUTE, ONLY THE FRENCH COURTS WILL BE COMPETENT.

In the event of a dispute between a provider and a user, the user may contact SKINOBS, it being specified that the latter will pass on the complaint to the provider concerned who will be solely responsible for handling the dispute.

In the event of a dispute between SKINOBS and a User concerning the interpretation, performance or termination of these Terms and Conditions, the parties shall endeavour to settle the dispute amicably.

If mediation fails or is not envisaged, the dispute which may have given rise to mediation shall be referred to the competent court of the place of residence of the defendant.