

Terms of Use

Effective Date: 05/08/2016

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Prohibited Activities

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

Links

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

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New York, New York 10004
Attn.: Legal Department, Trademark & Copyright Counsel
Telephone: +1.212.527.4000
Email: copyright@revlon.com

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

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

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

Indemnification

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

Jurisdiction and Applicable Law

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

No Exporting

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

Changes to These Terms of Use

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

Entire Agreement

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

Waiver and Severability

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

Remedies

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

How to Contact Us

If you have any questions or comments about these Terms of Use or the Site, please write to us at atencion.consumidor@revlon.com.

Thank you for visiting our Site.