

EssilorLuxottica

LEGAL NOTICES

These Terms cover your rights and responsibilities, and become applicable as soon as you start to use this Website.

This Website is available to you free of charge (except for Internet connection costs) for your personal use, subject to compliance with the Terms set out below.

By accessing, visiting and/or using this Website, you acknowledge that you have read, understood and agree to be bound by these Terms, and that you undertake to comply with all relevant laws and regulations. If you do not agree to these Terms, please do not use this Website.

You undertake to access the information provided on this Website exclusively for personal and non commercial use.

You may only use the Website for legitimate purposes. It may not be used or misappropriated for purposes contrary to Laws and Regulations.

The content of these Terms of use may change. We therefore advise you to read them regularly.

1. LEGAL INFORMATION

This Website is the property of EssilorLuxottica, a Joint stock Company with a capital of 80,583,881.94 €, entered in the Créteil Register of Companies under number 712 049 618, and having its registered office at 147 rue de Paris, 94220 Charenton-Le-Pont, France.

The publication manager is Sébastien KUNTZ in his capacity as Employed Shareholders Department Manager.

The content is hosted on computer equipment owned by the firm OVH SAS, whose head office is at 2 rue Kellermann, 59100 Roubaix, France and operated by firm ARTEFACTS SARL whose head office is at 108 rue de Bourgogne, 45000, Orléans, France.

2. LIMITATION OF LIABILITY AND GUARANTEES

As a user of the Website, you acknowledge that you have the necessary skills and means to access and use this Website.

EssilorLuxottica and its contributors make every effort to ensure that the information provided on this Website is accurate and up-to-date, reserving the right to modify the content at any time and without notice. However, they cannot guarantee that this information is complete, or that it has not been modified by a third party (hacking, virus, etc.). EssilorLuxottica and its contributors also accept no liability (direct or indirect) in the event of delay, error or omission with regard to the contents and use of these pages and in the event of the service being interrupted or unavailable.

You agree that you have been informed that the Website is accessible 24 hours a day, 7 days a week, except in the event of force majeure, server problems, problems caused by the telecommunications network infrastructures or other technical difficulties. EssilorLuxottica may occasionally shut down its Website for maintenance purposes. In this case, it will make every effort to notify users in advance.

EssilorLuxottica is not responsible for delays, operating problems or incompatibility between the Website and files, your browser or any other programme used for access to the Website.

EssilorLuxottica may under no circumstances be held liable for any direct or indirect damage resulting from or subsequent to third-party distribution of a virus by means of our Website, which may infect your computer system following connection to this Website, use of this Website or browsing on this Website. Likewise, EssilorLuxottica may not be held liable for any material or consequential damage (including but not limited to technical failure, disclosure of confidential documents and data loss), or for any other indirect damage, arising from or associated with the use of the Website.

EssilorLuxottica makes every possible effort to ensure that the information provided on the Website is accurate and up-to-date, and reserves the right to correct the content at any time and without prior notice. However, EssilorLuxottica and its contributors make no undertaking and assume no liability, under any circumstances whatsoever, with regard to the relevance, continuity, accuracy, absence of errors, veracity, timeliness, fair and commercial nature, quality, validity and availability of the information

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contained in this Website. Each Internet user shall be fully responsible for the risks incurred by giving credence to this information. Incorrect information or omissions may be encountered arising from typographical or formatting errors. If you find any such errors, please inform us so that we can make the relevant corrections.

The information on the Website is provided “as seen”, without guarantee of any kind, whether implied or explicit. EssilorLuxottica categorically rejects any interpretation that seeks to represent the content of the Website an offer of purchase or an incitement to purchase shares or other securities, whether listed or unlisted, of EssilorLuxottica, or any one of its direct or indirect subsidiaries or affiliate companies.

EssilorLuxottica reserves the right to modify any content of the Website at its sole discretion. Pursuant to its policy of updating and improving the Website, EssilorLuxottica may decide to modify these Terms. Any dated information published on the Website is valid exclusively for the specified date.

Users are also reminded that the confidentiality of correspondence cannot be guaranteed on the network and that every Internet user is responsible for taking all appropriate measures to protect their own data and/or software from contamination by any viruses that may be circulating on the Internet.

The Website includes links to other EssilorLuxottica websites or EssilorLuxottica Group companies likely to have their own legal conditions, which should be read and complied with.

3. ACCESS CODES AND PASSWORDS

Some services on the Website require an access code and password.

These access codes and passwords are confidential, personal and nontransferable. You are responsible for their management, safekeeping and for the consequences of their use. You are responsible for taking the measures necessary for their protection and safekeeping. EssilorLuxottica International may under no circumstances be held liable for any fraudulent use.

For security reasons, access to secure sections will be automatically barred after several failed access attempts. EssilorLuxottica reserves the right to suspend access to the Website in the event of fraud or attempted fraud in the use of a password or access code. In the event of your access being suspended, EssilorLuxottica will notify you.

The information recorded by the website’s computer system when the user logs on will constitute evidence of any actions performed by the user on the Website, and evidence that those actions have been processed.

4. INTELLECTUAL PROPERTY

The Website is fully subject to French law on copyright, trademarks and, in general, on intellectual property.

The LA SOCIÉTÉ trademarks and logos (semi-figurative trademarks) shown on the Website are registered trademarks. Any full or partial reproduction or representation, alone or in company with other elements, without the prior express written authorisation of EssilorLuxottica is strictly forbidden.

The general structure, software, texts, images, videos, sounds, know-how, animations, and more generally all information and content shown on the Website, are the property of EssilorLuxottica or are subject to rights of use or exploitation. These elements are subject to copyright law.

Any full or partial representation, modification, reproduction, distortion, of all or part of the Website or its contents, by any procedure whatsoever and in any medium whatsoever, constitutes an infringement sanctioned by articles L 335-2 of Intellectual Property Code.

These Terms do not grant you any licence for the use of trademarks, logos or photographs belonging to EssilorLuxottica.

Any databases appearing on the Website are protected by the legal provisions for the protection of databases. In this respect, EssilorLuxottica expressly prohibits any re-use, reproduction or extraction of elements of these databases. The user shall be held liable for any such reuse, reproduction or extraction. EssilorLuxottica reserves the right to delete immediately and without prior notice any content – message, text, image or graphic that contravenes the laws and regulations in force and particularly the regulations specified above.

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If you wish to use some of the Website content (text, image, etc), you must obtain prior express written authorisation from EssilorLuxottica, by writing to the address given in the paragraph “Legal information” or by sending an e-mail to the webmaster.

5. RESPECT FOR PRIVACY

As a user of the Website, you are bound by the relevant laws, and notably the French law on privacy, data protection and freedom of information. Infringement of this law is a criminal offence.

In particular, you must refrain from compiling and using in any fraudulent manner any personal data you obtain, and from any action likely to damage the privacy, reputation, esteem, image or sensitivity, of any individual or corporation, and notably of EssilorLuxottica, by avoiding any defamatory, provocative, malicious or threatening comments, messages or texts on any medium.

6. PERSONAL INFORMATION

In order to meet your needs while you are browsing the Website, EssilorLuxottica may collect and process personal data about you, which is processed by electronic methods (some information, which is marked with an asterisk, is mandatory).

You are responsible for checking that the personal data that you provide through this Website is accurate, up-to-date and complete. So that we can deal with your requests correctly, please inform us immediately of any change to the data you have provided.

The personal data collected is exclusively for the use of EssilorLuxottica, which is authorised by these Terms of use, unless opposed by you for legitimate reasons, to store and use them.

You can oppose the use of data about you for canvassing purposes, at no cost to yourself.

To exercise your right to access, correct and dispute personal information, please contact us.

The Website is not intended to receive any confidential information which you may submit. Consequently, and with the exception of the personal data outlined above, any information (documents, data, graphics, questions, suggestions, concepts, remarks or other) which you communicate on the Website will in no way be deemed confidential. As a result, your decision to communicate that information to us entitles us to use, reproduce, post, modify or forward it, in order to process your request.

7. COOKIES

When logging on to the Website, you may be informed that a cookie will automatically be installed on your browser software. This is a block of data that is not used for identification purposes but for recording information about your browsing on the Website. It is used to analyse activity, measure interest, etc., and otherwise to improve the quality of the Website.

You can set your browser software to inform you of the presence of a cookie and to refuse it if you wish.

The method varies from one browser to another:

- With Microsoft Internet Explorer: click on the “Tools” menu then on “Internet Options”, select the “Privacy” tab then move the cursor to the required security level or click on the “Advanced” button then “Ignore automatic processing of cookies” and check the option “Refuse” or “Ask” for each column;
- With Mozilla Firefox: click on the “Tools” menu then on “Options”, select the “Privacy” then “Cookies” tab and uncheck the “Authorise” box;
- With Apple Safari: go the “Safari > Safari Preferences” menu then click on the “Security” tab and click on “Only from Websites consulted”.

If you choose to set your browser to refuse cookies, some services will no longer be accessible.

You have the right to access, rectify or delete personal data sent via a cookie as described in the “Personal information” section.

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8. HYPERLINKS

EssilorLuxottica may not be held liable for hyperlinks to other websites, and particularly for the content of those websites.

EssilorLuxottica is not liable for hyperlinks from other sites to this Website and no such links may be set up without its prior written authorisation.

9. CAUTIONARY STATEMENT ON FORWARD-LOOKING DATA

The Website may contain certain information that does not rely on historical facts and that makes statements about the future, including – but not limited to – statements that are predictions of future events, trends, plans or objectives. Such statements are based on the current views and assumptions of management and are subject to significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements (or from past results). Additional information regarding these risks and uncertainties is set out in the documents filed by EssilorLuxottica with the relevant authorities. Forward-looking statements represent predictions made on a certain date, and EssilorLuxottica makes no undertaking to update or revise them, whether in response to new information, future events or for any other reason.

10. GENERAL CLAUSES

Any assignment or other transfer of the rights granted under these conditions is strictly forbidden.

If, for any reason whatsoever, a competent court were to rule that a provision of these Terms is invalid, the invalidity of that provision will not in any way affect the validity of the remaining Terms, which will remain in force.

Failure by one of the parties to exercise a right or to institute legal proceedings under the terms of these Terms shall not be deemed to be a waiver of such a right or such proceedings.

The Website is subject to French law. These Terms will be governed by and interpreted in accordance with French Law.