

CONDITIONS FOR USE OF THE WEBSITE

In pursuance of the Information Society Services and Electronic Commerce Act 34/2002 of 11 July, you are hereby advised that the website www.toushappymoments.com (hereinafter the "website") is managed by the Spanish company TOUS PERFUMES, S.A. ("TOUS") with registered office at Isla de Java 33, 28034, Madrid, Spain and tax number A82722042, registered in the Madrid Trade Register, volume 16344, folio 186, page no. M-277686. You may contact us at e-mail tousperfumes@pyd.es, telephone 91 6588820 or fax 91 6588849.

ACCESS TO WEBSITE

These conditions ("conditions") regulate access to and use of the website. They are intended to provide users with information on TOUS and its products and may be adapted and/or modified at any time (as may any of the contents of the website). If you do not accept them, kindly abstain from using the website and its contents.

USE AND FUNCTIONING OF THE WEBSITE

Users undertake to make diligent use of the website and the information on products contained herein, subject to applicable laws and regulations and these conditions.

Similarly, users undertake not to take any action designed to damage, render inoperable and/or overload the website.

Users are informed that if they breach these conditions or any other conditions mentioned on the website, TOUS reserves the right to limit, suspend and/or cancel their access to the website, taking such technical measures as may be necessary to secure this.

TOUS does not guarantee the availability and continuity of access to the website or the absence of errors or continuous updates of the contents.

RESPONSIBILITY

Users will be exclusively responsible for their access to the website and use of the information it contains.

TOUS accepts no responsibility for any damages directly or indirectly due to access and/or use of the information contained on the website and especially for any information referring to third parties other than TOUS, including but not limited to any damage produced to the computer systems or caused by the introduction of viruses and/or computer attacks.

Users will be liable for any damages suffered by TOUS as a result of the breach of any of the obligations they have under these conditions and/or the laws and regulations applicable to use of the website.

POLICY REGARDING LINKS

a) Links to other websites

TOUS may include in the website links enabling users to access other websites ("linked sites") but is not responsible for the contents and/or

conditions of the linked sites. Users are exclusively responsible for checking and accepting them every time the access and use those sites.

MODERATION RULES

This website is moderated. The moderator shall see that the comments are relevant to the subject of debate, that they do not infringe the law or the internal moderation policy and/or the conditions for use of the website and that they do not incite inappropriate debate.

Consequently, TOUS reserves the right to eliminate any comments:

- (i) that are repetitive, offensive, insulting, slanderous, violent, racist, sexist, vulgar or obscene, or in which other people are impersonated and, in general, any comments which may be damaging to the integrity of another human being;
- (ii) designed to obtain a personal gain, infringe industrial and/or intellectual property rights, image rights, the right to privacy or any law or regulation in place;
- (iii) including private telephone numbers and/or e-mail addresses without the prior consent of those concerned.

Comments made on this website must be related with topics concerning the Halloween brand and products, beauty and fashion.

Negative comments made by users or comments which do not respect the products of the Halloween brand will not appear on the website.

RIGHTS AND OBLIGATIONS OF THE AUTHORS OF COMMENTS

Any user of the website who decides to make a comment is subject to intellectual property as proprietor of that comment. The authors of any comment made on this site will be fully liable for the contents of their comments. Authors are reminded that they must have the necessary rights and permissions for any contents they include on the Halloween website.

In general, all authors of comments must avoid making any of the types of comments contemplated in points (i), (ii) and (iii) above.

RECOMMENDATIONS

TOUS recommends users not to include any personal information in their comments (such as telephone number, e-mails, etc.) to avoid any malicious use of that information by third parties.

INDUSTRIAL AND INTELLECTUAL PROPERTY

All industrial and/or intellectual property rights over the designs, databases, computer programmes (including source codes) and other elements on the website (including texts, designs, photographs, videos, audio recordings, etc.) ["contents"] are the property of TOUS and/or its licensees, if any. The distinguishing marks included in the website (brand names, trademarks and trade names) are also the property of TOUS and/or its licensees.

Use of the website does not confer on users any industrial and/or intellectual property right over the website and/or its contents.

All reproduction, transformation, distribution, public communication, making available and/or whatsoever other form of unauthorised disclosure of the website, its contents and/or the distinguishing marks of TOUS is hereby expressly forbidden.

APPLICABLE LAW AND JURISDICTION

Access and use of the website shall be governed by and construed in accordance with Spanish law.

Any disputes that may arise between TOUS and users of the website shall be settled by the courts and tribunals of Madrid (Spain), with express waiver by the parties of any other jurisdiction that may correspond to them.

DATA PROTECTION POLICY

By means of this Data Protection Policy, TOUS PERFUMES, S.A. (hereinafter **THE PROVIDER**), with CIF A-82722042 as registered in the Mercantile Register of Madrid, domiciled at Isla de Java 33, Madrid, informs users about its Personal Data Protection Policy with the purpose of them freely and voluntarily deciding whether to provide **THE PROVIDER** with the personal data that may be requested from them on this WEB SITE.

Any personal data provided through forms, newsletters, promotions, suggestions, etc., will be incorporated into a database of personal data property of **THE PROVIDER**. **THE PROVIDER** guarantees full compliance with Personal Data Protection laws and, as set out in the Statutory Act 15/1999, of December 13, the User is informed of and gives their express consent to their data being incorporated into a computerized file registered with the RGPD and the automated treatment of said data with the aim of providing users the service requested or providing the user with appropriate customer service regarding the products and services provided by the company, for which the users have expressed their consent and freely agreed to give their personal data.

THE PROVIDER informs the user that the sections of the registration form are of a voluntary character; as such any incomplete information will mean the provision of the service requested is not possible.

The User will be responsible for the veracity of the data provided leaving **THE PROVIDER** exempt of any responsibility.

The User's agreement to the aforementioned treatment of his personal data is revocable with no retroactive effect, according to Articles 6 and 11 of the Statutory Act 15/1999, of December 13.

The TOUS PERFUMES, S.A. Data Protection Policy ensures the User's rights regarding access, rectification, cancellation and opposition, in accordance with the terms set out in the current legislation through a request before the File Manager at the following address: TOUS PERFUMES, S.A., calle Isla

de Java nº 33, 2º Planta (28033-Madrid). For the Attention of: Legal Department.

THE PROVIDER can handover Users' personal data collected through the website to companies in the same group (TOUS PERFUMES S.A., PERFUMES Y DISEÑO HOLDING S.L., DEL POZO MODA S.A., among others) for which the User has given his express consent.