

Privacy Statement

This Web site (faroche.com) is owned and operated by Dancohr Corporation B.V. Visitors to this Web site are bound by the following terms and conditions. Please read these carefully before going on.

Terms and conditions of use

Your access and use of this Web site is subject to the terms and conditions of use set forth below and all applicable laws.

Acceptance of Terms of Use

By accessing and using this Web site you agree to be bound by the following Terms of Use and all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on this Web site and all such terms shall be deemed accepted by you. If you do NOT agree to all these Terms of Use, you should NOT use this Web site. If you do not agree to any additional specific terms which apply to particular Content (as defined below) or to particular transactions concluded through this Web site, then you should NOT use the part of the Web site which contains such Content or through which such transactions may be concluded and you should not use such Content or conclude such transactions.

These Terms of Use may be amended by Dancohr at any time. Such amended Terms of Use shall be effective upon posting on this Web site. Please check the Terms of Use published on this Web site regularly to ensure that you are aware of all terms governing your use of this Web site. Other Dancohr Product Web sites may have their own terms of use, which apply to such Web sites. Also, specific terms and conditions may apply to specific content, products, materials, services or information contained on or available through this Web site or transactions concluded through this Web site. Such specific terms may supplement these Terms of Use or, where inconsistent with these Terms of Use. Such specific terms will supersede these Terms of Use only to the extent that the content or intent of such specific terms is inconsistent with these Terms of Use. Dancohr reserves the right to make changes or updates with respect to or in the Content of the Web site or the format thereof at any time without notice. Dancohr reserves the right to terminate or restrict access to the Web site for any reason whatsoever at its sole discretion.

No Warranties or Representations

Although care has been taken to ensure the accuracy of the information on this Web site, Dancohr assumes no responsibility therefore. ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". DANCOHR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AS TO THE OPERATION OF THIS Web site OR THE CONTENT. DANCOHR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF THIS Web site. YOU ACKNOWLEDGE ANY INFORMATION SENT MAY BE INTERCEPTED. DANCOHR DOES NOT WARRANT THAT THE WEB SITE OR THE SERVERS, WHICH MAKE THIS WEB SITE AVAILABLE OR ELECTRONIC COMMUNICATIONS SENT BY DANCOHR ARE FREE FROM VIRUSES OR ANY OTHER HARMFUL ELEMENTS.

IN NO EVENT SHALL DANCOHR OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, CONTRACT, REVENUE, DATA, INFORMATION OR BUSINESS INTERRUPTION) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THIS WEB SITE OR THE CONTENT, EVEN IF DANCOHR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BROUGHT AGAINST DANCOHR PERTAINING TO OR IN CONNECTION WITH THIS WEB SITE MUST BE COMMENCED AND NOTIFIED TO DANCOHR IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.

This Web site may provide links to other Web sites that are not under the control of Dancohr. Dancohr shall not be responsible in any way for the content of such other web sites. Dancohr provides such links only as a convenience to the user of this Web site, and the inclusion of any link to any such Web sites does not imply endorsement by Dancohr of the content of such Web sites.

Copyright notice

Copyright and all other proprietary rights in the Content (including but not limited to software, audio, video, text and photographs) rest with Dancohr Corporation B.V. or its licensors. All rights in the Content not expressly granted herein are reserved. Except as stated herein, none of the material may be copied, reproduced, modified, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Dancohr or the copyright owner. All copyright and other proprietary notices shall be retained on all reproductions. Permission is granted to display, copy, distribute and download the materials on this Web site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. You also may not, without Dancohr's permission, "mirror" any material contained on this Web site on any other server. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and/or printed materials. Any unauthorized use of any material contained on this Web site may violate copyright laws, trademark laws, the laws of privacy, communications, regulations and statutes.

Any material or information sent through or in connection with this Web site by you will be treated as non-confidential and non-proprietary, and immediately become the property of Dancohr, subject to any Privacy Policy posted on this Web site. Dancohr may use such User Materials as it seems fit, anywhere in the world, without obligation for compensation, and free of any moral rights, intellectual property rights and/or other proprietary rights in or to such User Materials.

The Web site may contain references to specific Dancohr products and services that may not be (readily) available in a particular country. Any such reference does not imply or warrant that any such products or services shall be available at any time in any particular country. Please contact your local Dancohr business contact for further information.

Trademarks

Unless otherwise indicated, all trademarks, service marks and logos displayed on the Web site are registered and unregistered trademarks of Dancohr (or its subsidiaries). These include each of Dancohrs primary brands such as Benton, Better 4 Beauty, Courtin, Henriëtte Faroche, Lanèche, Podospray, Make-up Perfect, Podo Perfect and its corporate logos and emblems.

Forward-looking statements

The information on this Web site may contain certain projections or forward-looking statements with respect to the financial condition, results of operations and business of Dancohr Corporation B.V. or any of its affiliates and certain of the plans and objectives of Dancohr with respect to these items. By their nature, projections and forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these projections or forward-looking statements. These factors include, but are not limited to, levels of business spending in major economies, the levels of marketing and promotional expenditures by Dancohr and its competitors, raw materials and employee costs, changes in future exchange and interest rates (in particular, changes in the euro and the US dollar can materially affect results), changes in tax rates and future business combinations, acquisitions or dispositions and the rate of technical changes.

Specific software available on the Web site

Any software that may be made available to download from the Web site is the copyrighted work of Dancohr and/or a third party providing that Software. Software made available for downloading from or through this Web site is licensed subject to the terms of the applicable license agreement, if any, which accompanies or is included with the Software. An end user may be unable to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the License Agreement terms. Except as set forth in the applicable License Agreement, the Software is made available for use by end users only and any further copying, reproduction or redistribution of the Software is expressly prohibited. WARRANTIES, IF ANY, WITH RESPECT TO SUCH SOFTWARE SHALL ONLY APPLY AS EXPRESSLY SET FORTH IN THE APPLICABLE LICENSE AGREEMENT. DANCOHR HEREBY EXPRESSLY DISCLAIMS ALL FURTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE.

Privacy Policy

At Dancohr we intend to give you as much control as possible over your personal information and to us it is important that you feel comfortable in visiting our Web site. There are times, however, when we may request information from you. Any personal information that you may give us including your e-mail address may be used in the following ways. If you give us personal information in order to receive information in return from us - for instance product prospects or other information about Dancohr - we may collect and store that information. That information enables us to fulfill your information request. We may also use such personal information provided by you for marketing and promotional purposes. If you do not want this information to be used by us for these purposes, you can simply "opt-out" by submitting your request to Dancohr Corporation B.V. We will not willfully sell or provide your personal information to third parties who are not our subsidiaries or joint venture partners. We only share your personal data outside the Dancohr family of companies with your consent, as required by law or to protect Dancohr, its customers, or the public, or with companies that help Dancohr fulfill its obligations towards you, and then only with partners who share Dancohr's commitment to protecting your privacy and data.

If you review or download information, we may track the visit through the use of "cookies". Cookies are pieces of information that a Web site transfers to an individual's hard drive for record-keeping purposes. The use of cookies is an industry standard, and you will find cookies at most major Web sites. Cookies help Dancohr to tailor information to your preferences and to see which areas of the Web site are frequented most. Dancohr never uses cookies to retrieve information from your computer that was not originally sent in a cookie. Most browsers are initially set to accept cookies. If you prefer, you can change your browser settings to refuse cookies. However, in so doing, you may not be able to fully utilize the Web site.

The Web site may contain links to non-Dancohr websites. Please be aware that other Web sites that may be accessed through our site may collect personally identifiable information about you. This Privacy Policy does not cover the information practices of those third-party Web sites linked to our Web site. Dancohr is not responsible for the privacy practices of such third-party Web sites.

General/ Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of The Netherlands without regard to its principles of conflict of laws. You agree that any disputes in connection with this agreement or its enforcement shall be resolved in a court of competent jurisdiction in The Netherlands.

In the event that any provision of the Terms of Use are deemed by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion of the Terms of Use shall be considered to be stricken from the Terms of Use and the remainder of the Terms of Use shall remain in full force and effect.

If you have a question or complaint, please contact us using the Contact us button on this Web site.

Last Update: 14 aug. 2008