

## **Dermalogica® Website Requirements**

### **1. GENERAL**

These Dermalogica Website Requirements are a supplement to the Dermalogica Trading Terms and Conditions. The Web Requirements are subordinate to the Terms & Conditions, and in case of conflict between the Web Requirements and the Terms & Conditions, the Terms & Conditions will control. The definitions and terms defined in the Terms & Conditions will apply in these Web Requirements.

These Web Requirements apply to any website, social media or other digital presence that supplements a website (“Website”) set up by an authorised Dermalogica account (an “Account”) which currently features or intends to feature or offer for sale any Dermalogica products (“Products”) on the Website.

The Dermalogica brand and Products may only be presented and offered for sale on a Website that is operated by an Account which has offered products for sale through an approved skin care centre or spa location for a period of at least twenty-four (24) months from the date Account status is granted, and the Account has maintained a good credit standing with Dermalogica throughout the entirety of such granted authorised account status. At least one member of the Accounts staff must attend Dermalogica training in every 12 month period.

The application for the Website must be submitted, reviewed and approved in advance in writing by Dermalogica’s Legal Department as follows:

Submissions must be made to [legal@dermalogica.co.uk](mailto:legal@dermalogica.co.uk) and must include:

- Name of Account and Account number;
- Name, phone number, and email of contact person at the Account, and any required login and password information required to view the Website.

Submissions will be reviewed in the order in which they were received. Prior to approval, Websites must be secured from public view, either on a private URL or with adequate password protection.

The Website must be owned and registered by an Account and provide customers and potential customers with access to a live fully qualified skin therapist via an advisory telephone line during normal salon opening hours.

### **2. ONLINE OPTIONS**

Accounts have two options for presenting Dermalogica online, as follows:

1. Present Account and Dermalogica brand information only, with no associated sales.
2. Present Account and Dermalogica brand information, and provide e-commerce functionality on the Website.

### **3. SPECIFIC WEBSITE REQUIREMENTS**

#### **SELLING PRODUCTS**

An Account must stock the complete retail range of available Dermalogica Retail Products, and may only sell Dermalogica Retail Products, for personal use by customers, and the quantities sold shall reflect this requirement. An Account may not sell Dermalogica Professional Products.

The website presenting the Dermalogica brand or selling products, and/or using search engine and keyword search criteria related to the Website, must present Dermalogica as a premium professional skin care brand, not found, present, or referred to, on third party web sites, including but not limited to, Internet, social media sites, auction/consignment sites and Internet mall/marketplace sites, for example only, eBay and Amazon, which may devalue the brand.

Products must be delivered to customers according to Dermalogica's specifications with at least three Product samples for every Product purchased and include instructions for Product use. Terms of sale for Products sold on the Website must comply with all relevant laws and regulations and must meet the legal rights of the consumer including compliance with the Consumer Protection (Distance Selling) Regulations 2000, and provide a full satisfaction guarantee, including refund or exchange.

Dermalogica will not accept consumer returns or exchanges of products from sales made by an Account on the Internet.

An Account selling Products must feature on the Website, "Find a Dermalogica Professional Near You" to provide skin care services referral to consumers beyond a 50 mile radius of an Account's authorised location.

### **4. WEBSITE PRESENTATION AND APPEARANCE**

All websites are subject to the requirements below, except as otherwise noted. Requirements may change upon prior notice.

#### **Navigation Requirements**

There must be one Dermalogica brand home page/landing page. This must include a description of the full product line and a group product image. In addition, there should be individual pages for each product, including full product description and instructions for use.

Each product must include in-depth descriptions and a product image. Product images must be at least 350 pixels high. Larger images must maintain the height-width ratio of the original image.

All Dermalogica images and artwork are only to be downloaded from the Dermalogica Business Centre ("Approved Resources").

If an Account is providing e-commerce, the Shopping Cart must be on a separate page.

## Webpage Appearance

All media, including every page of the Website, portraying Dermalogica images, content, or Dermalogica Intellectual Property (“Dermalogica Materials”) in any way must maintain a presentation standard that is consistent with and supports the Dermalogica brand and image.

The background of each page must be plain white, and where colour is used in creating accents and navigation tools, the Dermalogica palette of colours may only be used in complementary combinations, on a white background as defined in Dermalogica’s Approved Resources.

## Dermalogica Materials (Images/Video/Sound/Text).

An Account is not permitted to change, modify, or make derivative works of Product or other images, where supplied by Dermalogica.

Sound, music and video are prohibited, unless authorised by Dermalogica in advance in writing. No other images or video are permitted, except for the account banner and navigational tools.

Dermalogica may add to, change, alter, discontinue, or remove Dermalogica Materials or permission for an Account to make use of Dermalogica Materials at any time, with reasonable notice, and at its sole discretion.

All use of Dermalogica Materials will include an appropriate reference, noting that the Dermalogica Materials are used pursuant to a license. This may include appropriate trademark and copyright notices.

An Account banner may use Account’s colour scheme, but can be no larger than 50,000 pixels total (e.g. 500 x 100 pixels). At least 50% of each page must be white space.

Text must be in proportion to other elements of each page. All text requirements are defined in our Approved Resources. Fonts are also available for purchase at [Fonts.com](https://www.fonts.com).

## Technical Security Requirements

SSL for all sales transactions if Account is providing the e-commerce functionality.

## Miscellaneous.

1. Terms of Use for the website are required.
2. A Privacy Policy for the website is required.
3. The e-commerce Dermalogica home page must present prominently, the Account name, address and phone number, as registered with Dermalogica, and hours of operation. It must also display an up to date menu of Dermalogica Services available at the approved location.

4. Full terms of an Account's satisfaction guarantee, including full refund or exchange policy must be clearly displayed on the Website.

## **5. OTHER**

Any suspension of an Account under the Terms & Conditions will automatically suspend the Account's rights to represent Dermalogica online, and any termination of the Account's authorised status with Dermalogica will automatically terminate the Account's rights to represent Dermalogica online, operate the Website, and to use Dermalogica Intellectual Property.

Upon the suspension or termination of Dermalogica's permission to sell or represent Dermalogica online, the Account will immediately suspend or prevent access to the Website by members of the public, until such time as any suspension is lifted at the sole discretion of Dermalogica.

Violation of these Web Requirements may result in the revocation of Account's right to use Dermalogica Materials and sell Products on the Internet, termination of Account's relationship with Dermalogica, and/or further legal action, including actions to recover costs incurred by Dermalogica in enforcing its rights.

The information contained in the Web Requirements is subject to change without notice and is available to view at <http://business.dermalogica.co.uk/docs/dermalogica-website-requirements.pdf>.

It is the Account's responsibility to check our Business Centre periodically for changes to this policy.