

**L'Occitane, Inc.**  
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### ***Privacy Policy***

You have entered a “replicated website” of an Independent Consultant for L'Occitane, Inc., the L'Occi Drive (a personal website) of a L'Occitane Independent Consultant, a corporate website of L'Occitane, Inc. (myloccitane.com), or a mobile application (“App”) operated by L'Occitane, Inc. (L'Occitane, Inc. shall be referred to as “L'Occitane”, “our”, “us” or “we”, and the website or App that you have entered and are using shall be called the “Site”). The Site is operated by L'Occitane and is hosted on the server of L'Occitane’s third-party technology provider. The information you submit on this Site is sent to / accessed by L'Occitane and its service provider(s) and not the Independent Consultant to whom this Site is assigned (except as set forth in this privacy policy). By visiting this Site and providing information to L'Occitane, you consent to the following privacy policy, use and disclosure of your personally identifiable information.

### **INFORMATION COLLECTION**

#### ***Personally Identifiable Information***

Through your use of or visits to the Site, you may be required or requested to provide personally identifiable information to us. Personally identifiable information is any piece of information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personally identifiable information includes, but is not limited to, names, addresses, email addresses, telephone numbers, Social Security and tax identification numbers, and credit card or banking information. Personally identifiable information” does not include publicly available information.

#### ***Consultant and Consumer Information***

In order to become a Consultant or make an online purchase through the Site, you must provide personally identifiable information (such as name, mailing address, telephone numbers, and email address) to us. Consultant applicants must also provide personal information, such as an applicant’s Social Security Number or Federal Tax ID Number, so that we may prepare and file necessary non-employee compensation forms for the IRS. Consultants and consumers are also required to provide payment information (such as credit card, debit card, or bank account information). We use this information to maintain contact with Consultants and consumers, to process Consultant and consumer orders, and for payment and billing purposes.

### **INFORMATION USE & SHARING**

#### ***Personally Identifiable Information***

L'Occitane shares your personally identifiable information as necessary to:

- (a) process orders and/or returns and obtain or issue payment;
- (b) complete an enrollment as a Consultant or consumer;
- (c) maintain our genealogy database;
- (d) issue payment and report income to taxing authorities;
- (e) maintain communication with you;
- (f) assist law enforcement or governmental entities in an investigation;
- (g) inform your upline Consultants of compliance activity relating to your Consultant account;
- (h) upline Consultant(s) as described in the Genealogy Information section;
- (i) list the Consultant on its Consultant locator feature on L'Occitane's websites;
- (j) assign a sales or enrollment lead to a Consultant;
- (k) conduct surveys utilizing the services of third party(ies);
- (l) report to governmental agencies, including but not limited to tax authorities, as required pursuant to law;
- (m) respond to a subpoena, warrant, court order or legal process;
- (n) recognize you for your achievements; and
- (o) as otherwise specified in this policy.

### ***Genealogy Information***

As a network marketing company, L'Occitane provides certain information to Consultants regarding other Consultants and consumers enrolled in a Consultant's downline marketing organization. If you enroll as a Consultant or consumer with L'Occitane, your name, address, email address, telephone number, and sales volume information will be provided to other Consultants as downline genealogy information. No other personally identifiable information will be shared with other Consultants. Information relating to downline Consultants is made available to L'Occitane Consultants subject to a confidentiality and non-solicitation covenant in the agreement that each Consultant enters into with L'Occitane. However, L'Occitane does not warrant that other Consultants will adhere to the confidentiality and non-solicitation covenants, and L'Occitane shall not be responsible for any Consultant's violation of these covenants.

### ***Sales Information***

If you make a purchase from a Consultant's Replicated Website (a Consultant's "my-occitane" website), we will provide the Consultant to whom that Site is assigned with your name, contact information, a list of the item(s) purchased, and the sales volume associated with the purchase.

### ***Aggregate Information (non-personally identifiable)***

L'Occitane may share with our partners, vendors, suppliers, third party providers, and advertisers aggregated demographic information from which individual personally identifiable information has been removed, that is not linked or reasonably linkable to any consumer or household.

### ***Business Transitions***

If L'Occitane goes through a business transition, such as being acquired by another company, or selling all or part of its assets, the personally identifiable information of Consultants and consumers will, in most instances, be part of the assets transferred. In such a case, your personally identifiable information will be subject to the privacy policy of the entity that acquires L'Occitane.

### ***Lead Assignment and Consultant Locator Features***

L'Occitane occasionally will assign prospective sales and new Consultant leads to Consultants. In these cases, we will provide the lead with the appropriate Consultant's name and contact information and/or provide a Consultant with the prospective lead's name and contact information. In addition, L'Occitane has a Consultant Locator feature on the Site. Pursuant to this feature, a prospective consumer or new Consultant can locate a nearby L'Occitane Consultant. To make the Consultant Locator feature and the lead assignments effective, L'Occitane will provide the prospective consumer or new Consultant with the Consultant's name and contact information, which may include his/her telephone number, address, and/or email address.

### ***Surveys***

L'Occitane may conduct surveys of our consumers or Consultants. Should we deem it appropriate to conduct a survey, we may outsource the survey to a third party and may provide the third-party survey company with your personally identifiable information as is necessary for the third-party survey company to conduct the survey and to those third parties whom we engage to review and analyze the results of the survey. We will work with third parties or service providers with whom we have a relationship or that otherwise have contracted with us and agreed to restrict their use of personally identifiable information only to the extent required to provide the services for which they are engaged. We will not provide your Social Security number, credit card or banking information to the survey provider.

## **COMMUNICATIONS FROM US**

### ***Special Offers and Updates***

L'Occitane sends all new Consultants and consumers a welcoming email to verify password, username, and acceptance of the Consultant Agreement or, if you are a consumer, the L'Occi Club Agreement. All Consultants and consumers will occasionally receive information on the L'Occitane business, products, services, special deals, and a newsletter.

### ***Service Announcements***

On rare occasions, it may be necessary to send out service-related informational announcements. For instance, if our service is temporarily suspended for maintenance, we might send Consultants and/or consumers a message via any commercially reasonable format, which may include, but is not limited to, email, text, printed mail, and/or messages on the portal. Generally, Consultants may not opt-out of these communications.

### *Consultant and Consumer Care*

L'Occitane communicates with Consultants and consumers via email, regular mail, social media, through myloccitane, L'Occi Drive, and telephone on a regular basis.

## MISCELLANEOUS

### *Dispute Resolution, Arbitration Agreement and Class Action Waiver*

While we certainly hope that we never have a dispute with our beloved visitors to the Site, if the unfortunate circumstance arises that you have a dispute that arises from or relates to your privacy rights or this privacy policy, you agree that we will first seek to resolve the dispute informally. To institute the informal dispute process, notify us of the dispute within 90 days from when you first learned of the dispute by submitting an email with a detailed description of the dispute to [loccicare@myloccitane.com](mailto:loccicare@myloccitane.com). If we do not successfully resolve the dispute informally within 60 days from the date on which you submit your dispute notice, **you agree that subject to the exceptions listed below, all disputes (including questions whether a dispute is subject to arbitration) will be resolved through confidential binding arbitration.**

**ALL DISPUTES, WHETHER PURSUED THROUGH ARBITRATION OR BEFORE THE COURTS, THAT ARISE FROM OR RELATE TO THIS PRIVACY POLICY OR YOUR PRIVACY RIGHTS SHALL BE BROUGHT AND PROCEED ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU WAIVE YOUR RIGHT TO PURSUE ANY ACTION AGAINST COMPANY AND/OR ITS OWNERS, OFFICERS, DIRECTORS AND AGENTS ON A CLASS OR CONSOLIDATED BASIS.**

All arbitrations will be held in New York City, State of New York and administered by JAMS Endispute according to its Streamlined Rules of Arbitration, available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. Arbitration shall be governed by the Federal Arbitration Act and the law of the State of New York.

Disputes not covered by this Arbitration Agreement and Class Action Waiver include the following:

- Any action you bring if you have properly opted-out of arbitration. You may opt-out by sending an opt-out request to [loccicare@myloccitane.com](mailto:loccicare@myloccitane.com). You must submit your opt-out notice within thirty days from the date of your first visit the Site.
- If your claim is within the jurisdictional limits of the small claims court in which you reside, you may pursue an action in your local small claims court in your own individual capacity.
- If you are a L'Occitane Independent Consultant and you combine a claim that is covered by this Arbitration Agreement and Class Action Waiver with a claim to which L'Occitane's Arbitration and Dispute Resolution Policy for Consultant dis-

putes applies, the disputes will be combined and resolved according to L'Occitane's Arbitration and Dispute Resolution Policy contained in L'Occitane's Terms & Policies that are applicable to L'Occitane Independent Consultants.

### ***Changes to this Privacy Policy***

L'Occitane reserves the right to amend or change this Privacy Policy at any time as is reasonably necessary. When material changes or amendments are made to the Privacy Policy, we will announce the same in the Privacy Policy tab for a period of at least 30 days prior to implementation of the amended Privacy Policy.

### ***Links***

The Site may contain links to or from other websites or mobile applications. L'Occitane is not responsible for the privacy practices of such other websites or mobile applications. We encourage users to be aware when they leave this Site and to read the privacy statements of each website or mobile application that collects personally identifiable information. This privacy statement applies solely to information collected by the Site.

### ***Protection of your Information***

To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of your personally identifiable information, L'Occitane has put in place appropriate physical, electronic, and managerial procedures to protect the information L'Occitane collects. Please understand, however, that while we try our best to safeguard your personally identifiable information once we receive it, no transmission of data over the Internet or any social media or other public network can be guaranteed to be 100% secure.

You need to help protect the privacy of your own information, including maintaining the confidentiality of any account information or access credentials. You must take precautions to protect the security of any personally identifiable information that you may transmit over any public or untrusted network by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of your personally identifiable information. You are responsible for the security of your information when using unencrypted, open access, public or otherwise unsecured networks.

You may set your web browser software to reject tracking technologies, but, if you do so, certain functionality of the Site may be affected. Moreover, due to the lack of uniformity in the standard for "do not track" signals, we do not act upon or respond to browser "do not track" signals or other similar mechanisms.

### **Children Under 13 Years of Age**

This Site is directed to adults, and does not knowingly collect personally identifiable information online from children under 13 years of age.

### ***Questions***

Questions regarding this Privacy Policy should be directed to [loc-cicare@myloccitane.com](mailto:loc-cicare@myloccitane.com).

If you have a disability that impedes you from accessing this Privacy Policy, you may call 855-695-6224 or email [loccicare@myloccitane.com](mailto:loccicare@myloccitane.com) for assistance in reviewing the Privacy Policy in an alternative format.

***Effective Date***

The effective date of this Privacy Policy is July 1, 2021.