Skinobs Terms and Conditions

Skinobs platform, Free Plan, Skinobs Pro, listed providers, privacy policy

Preamble

P.1 **Skinobs Terms and Conditions.** Version dated 3 December 2026, in force from 5 January 2027. This version replaces, with effect from 5 January 2027, the terms of use of 11 December 2021, which apply until 4 January 2027 inclusive and remain available for download until 5 January 2028.

P.2 These Terms are written in French. The English version is a translation provided for convenience; in the event of any discrepancy, the French version prevails (article 11).

P.3 Each article is followed by an “In plain words” box, which summarises its content in everyday language to make it easier to read. These boxes have no contractual value; only the text of the articles is binding on Skinobs, its users and the providers (article 13).

> **In plain words.** These Terms apply from 5 January 2027; until 4 January, the 2021 terms apply. The French text is the one that counts. Boxes like this one help you read; they are not binding.
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> This box has no contractual value.

Part I. Common provisions

Article 1. Presentation of the service and the publisher

1.1 Skinobs is an online platform that lists test methods, measuring devices, testing laboratories, device manufacturers and other providers, for skin objectivation and the evaluation of claims for cosmetic products and ingredients. It is accessible from the website www.skinobs.com and includes an area dedicated to clinical tests and an area dedicated to preclinical tests.

1.2 The platform is published by HAPPYWAY-SKINOBS, a single-member limited liability company (EURL) with a share capital of 5,000 euros, registered with the Chambéry Trade and Companies Register under number 818 878 381, with its registered office at 14 avenue de Verdun, 73100 Aix-les-Bains, France, EU VAT number FR60818878381, hereinafter “Skinobs”. Skinobs can be contacted at contact@skinobs.com.

1.3 Skinobs makes available to users, by means of a search engine and a database, the information provided by the providers, and enables users to get in touch with them. Skinobs is not a party to the relationships formed between a user and a provider; it plays no part in their business relationship and guarantees neither the services nor the devices offered by the providers (article 6).

1.4 The platform, in its current version, has been offered free of charge during a development period, known as the beta period, presented as such since April 2024. This period ends on 5 January 2027. From that date, the platform is offered to users under two plans, the Free Plan and Skinobs Pro, described in Part II.

1.5 These Terms govern the creation and use of an account on the platform, the Free Plan and Skinobs Pro (Parts I and II), as well as the listing of providers (Parts I and III). Viewing the public pages

of the site does not require an account; articles 8, 9 and 10 apply to anyone who views the site. In relations between Skinobs and the user, these Terms prevail over any other document originating from the user, including the user's terms and conditions of purchase. Relations between Skinobs and a partner are also governed by the quote or the partnership contract that the partner has signed (article 26).

1.6 The Terms may be consulted at any time at www.skinobs.com/fr/cgu.php (French version) and www.skinobs.com/cgu.php (English version), downloaded in PDF format, saved and printed, so that they can be kept and reproduced.

> **In plain words.** Skinobs is published by the company HAPPYWAY-SKINOBS, based in Aix-les-Bains. It is a search engine for methods, devices and test providers: Skinobs puts you in touch with laboratories, device manufacturers and other providers, but does not sell their tests and plays no part in your dealings with them. The free beta period ends on 5 January 2027; after that, the platform is available under the Free Plan and Skinobs Pro.
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Article 2. Definitions

2.1 In these Terms, the following expressions, whether used in the singular or the plural, have the meanings given below.

Skinobs
the company HAPPYWAY-SKINOBS, identified in article 1.2; depending on the context, the platform it publishes.

Platform
the online service described in article 1.1, with its clinical and preclinical areas, its pages, its features and its content, accessible from www.skinobs.com.

Terms
these terms and conditions, in the version in force. Each version bears a version date and a date of entry into force (article 3.6).

User
the person holding a user account, that is, an account created to search for methods, devices and providers and to get in touch with them: a brand or manufacturer of cosmetic products, a contract manufacturer, a consultant, or any other professional within the meaning of article 5.1.

Provider
the natural or legal person listed on the platform who offers users, on a professional basis, services or products useful for their tests: a laboratory, a device manufacturer or another professional whose services Skinobs lists, in particular a consultancy or a manufacturer of test substrates.

Laboratory
the public or private organisation that offers clinical or preclinical testing services.

Device manufacturer
the business that designs, manufactures or distributes measuring devices used in tests; also called an instrumentation manufacturer.

Account
the personal area opened on the platform in the name of a user or a provider, protected by login credentials, which brings together the data provided at registration and the data recorded

subsequently (projects, saved methods, comparisons, search history, messages).

Profile
the page of the platform that presents a provider, its contact details where they appear on it, its services and, for a device manufacturer, the details of its devices.

Partner
the provider bound to Skinobs by a current paid partnership (Part III).

Selection
all the providers whose profile and contact details can be accessed, and with whom users can get in touch, on the Free Plan. The selection is made up of the partners; its composition changes with the partnerships and is determined by Skinobs.

Full landscape
all the providers listed on the platform, including the selection.

Free Plan
access to the platform without a subscription, described in article 14.

Skinobs Pro
subscription-based access described in article 14.

Subscription
the contract by which a user subscribes to Skinobs Pro for a monthly or annual cycle that renews (article 18).

Trial
the fourteen-day period during which a user has access to Skinobs Pro before the first charge (article 17); an account, identified by its email address, may benefit from only one trial.

Existing user
the user whose account was created before 5 January 2027.

Launch period
the period from 5 January to 4 April 2027 inclusive (article 21).

Clinical test
a test carried out on human beings (skin, hair, nails).

Preclinical test
a test carried out without human subjects, in particular in vitro, ex vivo or in silico, on cells, tissues or skin models.

Personal data
any information relating to an identified or identifiable natural person, within the meaning of Regulation (EU) 2016/679.

Privacy policy
article 9 of these Terms, which describes the processing of personal data carried out by Skinobs.

> **In plain words.** This glossary helps you read the rest without ambiguity. The words to remember: “user” (you, if you are looking for tests), “provider” (a laboratory, a device manufacturer or another listed professional, such as a consultancy), “selection” (the providers accessible on the Free Plan) and “full landscape” (all the providers, accessible with Skinobs Pro).
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Article 3. Acceptance of the Terms and evidence

3.1 The Terms are brought to the attention of any person before an account is created, before a trial is started and before a subscription is taken out, by means of a link to the Terms placed on the relevant screen.

3.2 Starting a trial or taking out a Skinobs Pro subscription is subject to the user's express acceptance of the Terms, by means of a checkbox, not ticked by default, which the user ticks before confirming the start of the trial or the payment. Until the box is ticked, the trial or the subscription cannot start.

3.3 By creating an account, the person declares that they have read the Terms, which are accessible via the link placed on the registration form, and that they accept them. The express acceptance provided for in article 3.2 is requested from them at the latest when they start their first trial or take out their first subscription.

3.4 For each account, Skinobs keeps the version of the Terms accepted, the date and time of acceptance and the stage at which it occurred (creation of the account, start of a trial, taking out of a subscription). These records, together with the connection and usage logs of the platform, constitute evidence between Skinobs and the user, unless there is evidence to the contrary (article 13).

3.5 Account holders whose account was created before 5 January 2027 were informed of these Terms, with the link to their text and their date of entry into force, by email sent to the email address of their account at least thirty days before that date or, for an account created after that email was sent, at registration, through the link placed on the registration form. These Terms apply to those accounts from 5 January 2027 and replace the terms of use of 11 December 2021. An account holder who does not accept them may close their account, free of charge, as provided for in article 5.5. Any use of the platform from 5 January 2027 is governed by these Terms; the express acceptance provided for in article 3.2 is requested from these account holders when they start their first trial or take out their first subscription.

3.6 Each version of the Terms bears a version date and a date of entry into force. The version in force can be viewed and downloaded at the addresses given in article 1.6; the version it replaces remains available for download there for one year after its replacement.

> **In plain words.** You accept the Terms by creating your account, and by ticking a box when you start a trial or a subscription. Skinobs keeps a record of the version you accepted and of the date. If your account existed before 5 January 2027, you received an email at least thirty days beforehand, or you saw the link to these Terms when you registered if that was after this email: the new Terms apply from that date, and you can close your account if they do not suit you.
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Article 4. Amendments to the Terms

4.1 Skinobs may amend the Terms, in particular to take account of a change in the law or regulations, a technical development of the platform, a change in its offering, its plans or its services, or to correct or clarify their wording.

4.2 Any amendment is brought to the attention of users and providers by email sent to the email address of their account or, for a provider without an account, to the contact address shown on its profile or known to Skinobs (article 25.2), at least thirty days before its date of entry into force. This

email states the date of entry into force and the subject matter of the amendments, and gives access to the new version.

4.3 A person who does not accept the new version may close their account, free of charge, before its date of entry into force (article 5.5). A Skinobs Pro subscriber may also cancel their subscription as provided for in article 18. Use of the platform from the date of entry into force is governed by the new version.

4.4 Amendments have no retroactive effect. They apply neither to situations definitively established before their entry into force, nor to the price or content of Skinobs Pro for the current subscription period already paid for. Changes to Skinobs Pro prices and to the scope of the Free Plan are also governed by articles 20 and 15.

4.5 The correction of a clerical error, an update to a contact detail or an address, an update to the list of processors and third-party services as provided for in article 9.14, or the addition of a statement required by law do not constitute an amendment within the meaning of this article and take effect as soon as they are published online, with a new version date.

> **In plain words.** Skinobs may change its Terms, but notifies you by email at least thirty days beforehand, with the amended text; only purely formal corrections and updates to the list of technical service providers apply as soon as they are published online (article 4.5). If the new version does not suit you, you can close your account before it applies. A change never calls into question what you have already paid for; price increases and restrictions to the Free Plan have their own rules (articles 20 and 15).
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Article 5. Account, registration and rules of use

5.1 **Who may register.** Access to and use of the platform are reserved for professionals. For the purposes of these Terms, a professional is any natural or legal person who carries on a commercial, industrial, craft or liberal professional activity, or a teaching or research activity, in the fields of cosmetics, dermocosmetics, dermatology or chemistry, and any person acting in the name or on behalf of such a professional. The platform is not intended for consumers: a natural person is not permitted to register or to subscribe to Skinobs Pro for purposes that fall outside the scope of their professional activity (article 16).

5.2 **Registration.** Creating an account is free. It requires a valid professional email address and the information requested on the registration form. The person registering provides accurate, complete and up-to-date information, keeps it up to date for as long as their account exists, and creates only one account, in their own name. Skinobs checks each registration before opening access to the platform; it may refuse or cancel a registration that does not meet the requirements of article 5.1 or that is based on inaccurate information, in which case it informs the person concerned.

5.3 **Login credentials.** The account is personal. The user keeps their login credentials confidential and does not disclose them to anyone; any login to the account using their credentials is presumed to have been made by the user. The user informs Skinobs without delay, at contact@skinobs.com, of any fraudulent use of their credentials of which they become aware.

5.4 **Rules of use.** The user undertakes to: (a) use the platform for their professional needs in searching for methods, devices and providers and getting in touch with them; (b) not extract, copy, reproduce, distribute or commercially exploit the content and data of the platform outside the use authorised in article 8.2; (c) not use the information on the platform, in particular the contact details of

providers and of other users, for mass or unsolicited mailings, for advertising or other purposes; (d) not collect information about other users or about providers without their consent; (e) not undermine the operation or security of the platform, in particular through automated access, automated extraction, a virus or malicious software; (f) comply with the law and the rights of third parties, in particular the intellectual property rights of Skinobs and of the providers; (g) act fairly towards Skinobs, the providers and other users. A user who notices abnormal or illegal content reports it to Skinobs (article 7).

5.5 **Closure of the account by the user.** The user may close their account at any time, free of charge, by email to contact@skinobs.com. Skinobs confirms the closure by email to the email address of the account. Closure ends access to the account; the account data are kept and then deleted as provided for in article 9. If a Skinobs Pro subscription is ongoing, closure results in its cancellation as provided for in article 18.

5.6 **Suspension or closure by Skinobs.** Skinobs may suspend or close an account in the following cases: registration information that is false, incomplete or not kept up to date; use for non-professional purposes, or by a person who does not meet the requirements of article 5.1; breach of the rules of article 5.4; fraudulent use of the account or of the login credentials; a request from a competent authority. Skinobs informs the account holder, by email, of the reason for the measure and, except in the event of a serious breach or urgency (mass mailings, data extraction, harm to security, fraud), allows them fifteen days to remedy it or to submit their observations before closure. In addition, an account that has had no login and no ongoing subscription for the period set in article 9.9 is deleted as provided for in that article, after the warning provided for therein. The consequences of a closure for an ongoing Skinobs Pro subscription are set out in article 18.

> **In plain words.** Skinobs is reserved for professionals in the cosmetics, dermatology and chemical sectors; each registration is checked, and each person has only one account, which is personal. You use the platform to look for tests and to contact providers, not to copy the database or to carry out mass canvassing. You can close your account whenever you want; Skinobs can close an account that breaks these rules, telling you so and, except in serious cases, giving you fifteen days; an account with no login for three years, and no subscription, is also deleted, after a warning email; for an account that existed before 5 January 2027, these three years count from that date.
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> This box has no contractual value.

Article 6. Liability

6.1 **Role of Skinobs.** Skinobs provides users with a search and contact tool (article 1.3). It is not a party to the contracts concluded between a user and a provider and is not responsible for their negotiation, their performance or their outcome. It does not guarantee the availability, the responsiveness or the competence of the providers, nor the quality, conformity or results of their services and devices, nor the suitability of a method for substantiating a claim.

6.2 **Published information.** The profiles and the descriptions of methods and devices are prepared on the basis of the information provided or made public by the providers. Skinobs checks them carefully, without being able to guarantee at all times that they are accurate, complete or up to date; it is for the user to confirm them with the provider before making any decision. Skinobs chooses the providers and the methods it lists and does not guarantee that the listing is exhaustive (articles 14.4 and 23). The statistics on the platform are compiled from the data available on the date of their calculation and are indicative only.

6.3 **Availability of the platform.** Skinobs takes reasonable steps to ensure that the platform is accessible at all times, without committing to any availability rate. Access may be temporarily interrupted, in particular for maintenance, update or security operations, which Skinobs endeavours to carry out while limiting the inconvenience to users. A temporary interruption of reasonable duration does not constitute a breach by Skinobs and does not give rise to a refund. Changes to the Free Plan and the discontinuation of Skinobs Pro or of the platform are governed by articles 15 and 22.3.

6.4 **Cases in which Skinobs is not liable.** Skinobs may be held liable only in the event of proven fault on its part. It is not liable, in particular: (a) in the event of a malfunction or interruption of communication networks, or a temporary interruption of the platform as provided for in article 6.3; (b) in the event of a cyberattack or an intrusion into its systems despite the security measures provided for in article 9.12; (c) in the event of abnormal or unlawful use of the platform by a user or a third party, or of a breach of these Terms by a user; (d) as a result of the content of third-party sites to which links on the platform lead; (e) in the event of force majeure within the meaning of article 1218 of the French Civil Code, or as a result of the act of a third party.

6.5 **Indirect damage.** Skinobs is not liable for indirect damage, such as loss of opportunity, turnover, profit or contract, or damage to reputation.

6.6 **Cap.** Where its liability is incurred, all causes combined, the liability of Skinobs to a user is limited to the higher of the following two amounts: the total amount paid by that user for Skinobs Pro during the twelve months preceding the event giving rise to liability, or one hundred euros. To a provider, in respect of the listing (articles 23 to 25), it is limited to one hundred euros; the liability of Skinobs to a partner in respect of its partnership is governed by its quote or its contract and, failing that, by article 26.5.

6.7 **Limits.** Articles 6.4 to 6.6 do not apply in the event of gross negligence or wilful misconduct by Skinobs, nor in cases where the law prohibits liability from being limited or excluded. They have no effect on the refund guarantee in article 22.1 and on the refunds in articles 22.3 and 22.4, which do not count towards the cap.

6.8 **Liability of the user.** The user is responsible for the use they make of the platform and for the information they record or transmit on it, in particular in their messages to providers. In the event of abnormal or unlawful use of the platform, or of a breach of these Terms, the user is solely liable for the damage caused to third parties and for the consequences of any claims or actions that may arise from it.

6.9 **Reporting of anomalies.** A user who notices an anomaly, an error in a profile or a malfunction informs Skinobs as soon as possible, at contact@skinobs.com, so that it can remedy it.

> **In plain words.** Skinobs helps you find tests and providers, but does not carry out the tests and is not a party to your contracts with providers: check with them the information that matters to you. Skinobs does its best to keep the platform running at all times, without promising that it will never stop. If Skinobs is at fault, its liability is capped at what you have paid over the twelve months preceding the event in question, and at no less than one hundred euros, except in the case of gross negligence or intentional misconduct.
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> This box has no contractual value.

Article 7. Hosting service provider status, point of contact and reporting

7.1 **Role of Skinobs depending on the content.** Skinobs publishes the pages of the platform, the profiles of the providers and the content it writes. For information stored at the request of users and providers, in particular the messages exchanged through the platform's messaging and the information and documents submitted for a profile, Skinobs acts as a provider of hosting services within the meaning of Regulation (EU) 2022/2065 of 19 October 2022 on a Single Market For Digital Services.

7.2 **Single point of contact.** Skinobs designates the address contact@skinobs.com as the single point of contact for users, providers, the authorities of the Member States of the European Union, the European Commission and the European Board for Digital Services. Exchanges with this point of contact take place in French or English. Messages sent to it are read and dealt with by a member of the Skinobs team.

7.3 **Reporting illegal content.** Any person may report to Skinobs, by email to contact@skinobs.com, information on the platform that they consider to be illegal content. To enable it to be examined, the report contains: (a) a sufficiently substantiated explanation of the reasons why the information is considered to be illegal; (b) a clear indication of its exact location, in particular its electronic address (URL), and any additional information enabling it to be identified; (c) the name and email address of the person submitting the report; (d) a statement confirming that they believe, in good faith, that the information and allegations contained in it are accurate and complete. Skinobs acknowledges receipt of the report, examines it diligently and informs the person who submitted it of its decision and of the means of redress available to them.

7.4 **Moderation.** Skinobs may remove information, restrict its visibility, or suspend or close an account, where information is illegal or contrary to these Terms, in particular to the rules of article 5.4. These decisions are taken by a member of the Skinobs team, without the use of any automated decision-making tool.

7.5 **Statement of reasons and challenges.** Where Skinobs takes a measure under article 7.4 in respect of a user or a provider whose email address it knows, it informs them by email, stating the measure taken, the facts and grounds on which it is based, the legal provision or the rule of these Terms concerned, and the possibility of challenging it. The person concerned may challenge the decision by replying to that email or by writing to contact@skinobs.com; Skinobs reviews the decision and informs them of its response. They may also bring the matter before the court having jurisdiction (article 12). For the suspension or closure of an account, article 5.6 also applies.

> **In plain words.** If you see illegal content on Skinobs, write to contact@skinobs.com explaining why and where it is. This is also the single address for contacting Skinobs, for you as well as for the authorities, in French or English: a person replies to you. If Skinobs removes content or closes an account, it tells you why and you can challenge it.
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> This box has no contractual value.

Article 8. Intellectual property and database

8.1 **Rights of Skinobs.** The platform, its structure, its software, its texts, its profiles, its statistics, its trade marks, its logos and its other content are the property of Skinobs or of the persons who have authorised it to use them, in particular the providers for their logos, photographs and descriptions. Skinobs is the maker of the database of the platform. These elements are protected by the French Intellectual Property Code.

8.2 **Right of use.** Skinobs grants the user, for the duration of their account, a personal, non-exclusive and non-transferable right to access the platform and to use its content for the needs of their professional activity, within the limits of their plan (article 14). The user may reuse occasional extracts of the content and statistics in their working documents and in their exchanges with their clients or partners, citing the source (“Source: Skinobs”).

8.3 **Prohibitions.** Except with the prior written consent of Skinobs, the following are prohibited: (a) any reproduction or communication to the public, in whole or in part, of the platform or its content outside the use authorised in article 8.2; (b) the extraction, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of the contents of the database to another medium, by any means and in any form whatsoever; (c) the re-utilisation, by making available to the public, of all or a qualitatively or quantitatively substantial part of the contents of the database, in whatever form; (d) the repeated and systematic extraction or re-utilisation of insubstantial parts of the contents of the database; (e) the reproduction, extraction or re-utilisation, by any means, of the content of the profiles of the providers, in particular their photographs and descriptions. Any breach constitutes an infringement or a violation of the rights of the maker of the database, punishable under the French Intellectual Property Code.

8.4 **Content provided to Skinobs.** The user retains their rights in the information and documents they record on the platform (projects, messages). They authorise Skinobs to host, reproduce and display them to the extent necessary for the operation of the platform and for putting the user in touch as they request. The conditions under which providers make their information, logos and photographs available to Skinobs are set out in Part III (article 23).

8.5 **Skinobs name and logo.** The Skinobs name and logo may not be used without the prior consent of Skinobs, except to cite the source of content as provided for in article 8.2.

> **In plain words.** Skinobs owns its content, and above all its database. You may use it for your work and quote extracts or statistics by stating “Source: Skinobs”, but not copy the database or republish it. What you record on the platform remains yours.
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> This box has no contractual value.

Article 9. Personal data: privacy policy

9.1 **Purpose and controller.** This article constitutes the privacy policy of Skinobs. It describes the processing of personal data carried out by the company HAPPYWAY-SKINOBS, the controller of that processing, whose registered office is located at 14 avenue de Verdun, 73100 Aix-les-Bains, France, in connection with the www.skinobs.com website and the platform, with regard to users, providers and their contact persons, and persons who visit the website. Skinobs has not appointed a data protection officer; any question relating to personal data is addressed to contact@skinobs.com.

9.2 **Data processed.** Skinobs processes the following categories of data: (a) identification and contact data: first name, last name, professional email address, password and, where applicable, company or organisation, position, country, sector of activity and telephone number; (b) platform usage data: searches, projects, saved methods, comparisons, search history, preferences; (c) messages exchanged with providers through the platform messaging, and exchanges with the Skinobs team; (d) subscription and billing data: plan, cycle, dates, amounts, billing address, company name, EU VAT number, history of payments and invoices; bank card data are collected and stored by Stripe and Skinobs has no access to them; (e) technical and connection data: IP address, date and time of connection, browser and device type, security logs; (f) audience measurement and usage data

collected by means of the trackers described in article 10; (g) for providers: the business contact details of their contact persons (name, position, email address, telephone) appearing on the profiles or provided to Skinobs.

9.3 **Purposes and legal bases.** The data are processed for the following purposes, each on the legal basis indicated (Regulation (EU) 2016/679, article 6):

Purpose	Legal basis
1. Creation, verification and management of the account; access to the platform.	Performance of the contract.
2. Platform features: search, projects, comparisons, contact and messaging with providers.	Performance of the contract.
3. Skinobs Pro trial and subscription: payment, billing, retries, refunds, customer portal.	Performance of the contract.
4. Bookkeeping and retention of invoices.	Legal obligation.
5. Service emails: registration confirmation, security, trial and renewal reminders, information on amendments to the Terms.	Performance of the contract.
6. Support: replies to questions from users and visitors, through the support chat or by email.	Performance of the contract for users; legitimate interest of Skinobs in responding to requests, for visitors.
7. Newsletter and information on the services of Skinobs sent to professionals.	Legitimate interest of Skinobs in making its services known to professionals, in connection with their activity; objection at any time through the unsubscribe link included in each mailing.
8. Audience measurement for the website and the platform.	Legitimate interest of Skinobs in measuring the traffic and performance of its website.
9. Analysis of the use of the platform in order to improve it, and help messages displayed in the platform.	Legitimate interest of Skinobs in improving its platform.
10. Platform statistics presented in Skinobs Pro and in the publications of Skinobs, compiled from aggregated data that do not make it possible to identify a user.	Legitimate interest.
11. Security of the platform, prevention of fraud and abuse, protection of the registration form against bots.	Legitimate interest; legal obligation for the retention of identification data.
12. Management of listings and of relations with providers.	Legitimate interest of Skinobs in presenting a relevant and up-to-date range of providers; performance of the contract for partners.
13. Compliance with legal obligations, responses to requests from authorities, establishment, exercise or defence of the rights of Skinobs.	Legal obligation; legitimate interest.

9.4 **Mandatory data.** The data marked as mandatory on the forms are necessary for the creation of the account or for subscribing to Skinobs Pro; without them, the account cannot be created or the subscription taken out. The other data are optional.

9.5 **Recipients.** The data are intended for the members of the Skinobs team who are authorised to access them, within the limits of their duties. They are disclosed: (a) to the processors that process

them on behalf of Skinobs, on its instructions and under a contract complying with article 28 of Regulation (EU) 2016/679, listed in article 9.6; (b) to the providers with whom the user gets in touch, for the information the user sends them (identity, company, contact details, content of the user's messages); (c) to the advisers of Skinobs who are bound by professional secrecy, in particular its chartered accountant for billing data; (d) to administrative or judicial authorities, where required by law. Skinobs does not sell or rent personal data.

9.6 **Processors.** As at the date of this version, the processors of Skinobs are as follows:

Processor	Role	Place of processing	Safeguard in the event of transfer
Infomaniak Network SA (Switzerland)	Hosting of the website, the platform, the databases and the audience measurement tool	Switzerland	Adequacy decision of the European Commission
Stripe Payments Europe, Limited (Ireland)	Payment, billing, customer portal	European Union and United States (Stripe, LLC)	Data Privacy Framework; standard contractual clauses
Brevo SAS (France)	Sending of emails	European Union; occasional transfers possible outside the Union	Standard contractual clauses; Data Privacy Framework for the United States
Intercom R&D Unlimited Company (Ireland)	Support chat and help centre	European Union (Ireland); certain ancillary processing in the United States	Data Privacy Framework; standard contractual clauses
CometChat, Inc. (United States)	Messaging between users and providers	Depending on the region chosen by Skinobs for its CometChat application: United States, European Union or India; its own sub-processors in the United States, India and the Union	Standard contractual clauses
Pendo.io, Inc. (United States)	Analysis of the use of the platform and help messages	United States	Data Privacy Framework; standard contractual clauses

Audience measurement is carried out with the Matomo software, installed on the servers of Skinobs at Infomaniak; no data are transmitted to the publisher of that software.

9.7 **Embedded third-party services.** Certain pages embed services provided by third parties, which receive technical connection data (IP address, browser, page visited) when they are displayed: (a) the map of providers is displayed by means of the Mapbox service (Mapbox, Inc., United States, certified under the Data Privacy Framework), which receives these data in order to display the map and measure its use; (b) the registration form is protected against bots by Google's reCAPTCHA service, which analyses browsing and device usage data in order to distinguish a person from an automated program. The trackers used by these services are described in article 10.

9.8 **Transfers outside the European Union.** Certain data are processed outside the European Union by the processors and the services mentioned in articles 9.6 and 9.7: in Switzerland, a country recognised by the European Commission as ensuring an adequate level of protection; in the United

States, by companies certified under the Data Privacy Framework or on the basis of the standard contractual clauses adopted by the European Commission; in other countries, on the basis of those clauses. A copy of the applicable safeguards may be obtained on request to contact@skinobs.com.

9.9 **Retention periods.** The data are retained for the following periods, then deleted or anonymised:

Data	Period
Account, usage data and messages	For the duration of the account. An account with no login for three years and no current subscription is deleted, after a warning email sent at least thirty days beforehand; for accounts created before 5 January 2027, this period runs, at the earliest, from that date.
After closure of the account (articles 5.5 and 5.6)	Deletion within thirty days, subject to the periods below. Messages sent to a provider remain accessible to that provider.
Billing data and accounting documents	Ten years from the close of the financial year.
Proof of acceptance of the Terms (article 3.4)	Five years after the end of the relationship.
Identification data retained under the regulations applicable to providers of hosting services	One year after closure of the account.
Connection and security logs	One year.
Exchanges with support	Three years after the last exchange.
Newsletter and information on the services	Until the person unsubscribes, and at most three years after the last contact originating from that person.
Audience measurement (article 10.3)	Trackers: thirteen months. Data: twenty-five months at most.
Analysis of the use of the platform (Pendo)	Twenty-five months at most.
Contact details of providers' contact persons	For the duration of the listing, then three years after its end or after the last contact.

9.10 **Rights.** Any person has, with regard to the data concerning them, a right of access, rectification, erasure, restriction of processing and portability, as well as a right to object to processing based on the legitimate interest of Skinobs, which they may exercise at any time and without giving any reason as regards the newsletter and the information on the services of Skinobs. They may set out instructions concerning what happens to their data after their death. These rights are exercised by email to contact@skinobs.com, preferably from the email address of the account; Skinobs may request proof of identity where there is reasonable doubt. Skinobs responds within one month, which may be extended by two months taking into account the complexity or number of the requests, in which case it informs the person accordingly. Any person may lodge a complaint with the Commission nationale de l'informatique et des libertés (CNIL, www.cnil.fr), the French data protection authority.

9.11 **Copy of the data.** Upon a request sent to contact@skinobs.com, Skinobs sends the user, within the period set out in article 9.10, a copy of the data in their account (account information, projects, saved methods, comparisons, search history and messages), in a structured, commonly used and machine-readable format. This copy answers requests for access and portability, as well as the requests provided for in articles 15.3 and 22.3.

9.12 **Security.** Skinobs implements appropriate technical and organisational measures to protect the data against loss, alteration, disclosure or unauthorised access: hosting with a specialised service

provider, encrypted connections, access control by username and password, management of access rights, logging of actions, confidentiality obligation for authorised persons. In the event of a personal data breach presenting a risk to individuals, Skinobs notifies the CNIL of it within seventy-two hours of becoming aware of it and, where the risk is high, informs the data subjects without undue delay.

9.13 **Automated decision-making.** Skinobs takes no decision producing legal effects concerning a person, or significantly affecting them, based solely on automated processing, including profiling.

9.14 **Updates.** This article is amended as provided for in article 4. An update to the list of processors and services in articles 9.6 and 9.7, or to their place of processing, without any change to the purposes or the categories of data, is an update within the meaning of article 4.5 and takes effect as soon as it is published online, with a new version date.

> **In plain words.** The company HAPPYWAY-SKINOBS is responsible for your data. It uses them to run your account, the messaging, the subscription and billing, to keep you informed and to improve the platform; it never sells them. A few technical service providers process them on its behalf (hosting in Switzerland, payment, emails, support, messaging, usage analysis); audience measurement is done on its own servers; transfers outside Europe are subject to safeguards. You can write to contact@skinobs.com at any time to ask for access to your data, a copy, or their correction or deletion.
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> This box has no contractual value.

Article 10. Cookies and other trackers

10.1 **Definition.** Visiting the website and using the platform may involve reading or storing information on the device of the person visiting the website or using the platform, by means of cookies or comparable technologies such as the browser's local storage, hereinafter the "trackers". This article describes the trackers used.

10.2 **Trackers necessary for operation.** Certain trackers are strictly necessary for the operation of the website and the platform: maintaining the session and the account login, security, remembering the language. They cannot be disabled without preventing use of the platform. The payment page, provided by Stripe on its own website, uses trackers necessary for payment security and fraud prevention.

10.3 **Audience measurement.** Skinobs measures the traffic and performance of the website and the platform with the Matomo software, installed on its own servers. The corresponding trackers (_pk_id, lasting thirteen months, and _pk_ses, lasting thirty minutes) are used exclusively to produce anonymous statistics on behalf of Skinobs; the data are neither transmitted to third parties nor cross-referenced with other processing, and are retained for twenty-five months at most. These trackers are used under the conditions that exempt them from the requirement to obtain consent. Any person may object to audience measurement by means of the link provided for that purpose on this page, or by configuring their browser.

10.4 **Embedded services.** The following services, embedded in the website or the platform, use their own trackers when they are displayed or used; these trackers are used for the operation of the service concerned:

Service	Purpose	Trackers	Duration
Intercom	Support chat and help centre	intercom-id, intercom-device-id, intercom-session	270 days, 270 days, 7 days

CometChat	Messaging between users and providers (logged-in platform)	Local storage: session, device, language	As set by the publisher of the service
Pendo	Analysis of the use of the platform and help messages (logged-in platform)	Local storage: visitor identifier, session, settings	100 days
Mapbox	Display of the map of providers	Local storage: usage measurement identifier	As set by the publisher of the service
Google reCAPTCHA	Protection of the registration form against bots	_GRECAPTCHA and browsing signals sent to Google (Google LLC, certified under the Data Privacy Framework)	As set by the publisher of the service

10.5 **No advertising trackers.** Skinobs does not use any advertising, targeting, cross-site tracking or social media sharing trackers.

10.6 **Settings.** Any person may at any time configure their browser to refuse or delete trackers. Refusing the necessary trackers or those of the embedded services may prevent access to the platform or to certain features: login, messaging, support, map, registration.

> **In plain words.** The website and the platform use a few cookies: those that make your login work, anonymous audience measurement carried out by Skinobs itself on its servers, and those of the embedded services (support, messaging, help and usage analysis in the app, map, registration protection). No advertising cookies. You can refuse audience measurement and adjust cookies from your browser.
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> This box has no contractual value.

Article 11. Language

11.1 These Terms are drafted in French. An English translation is made available for convenience. In the event of any discrepancy between the two versions or any difficulty of interpretation, the French version prevails. The French version is permanently accessible at the address indicated in article 1.6.

11.2 Skinobs communicates with users and providers in French or in English, depending on the language chosen on the platform or that of their message.

> **In plain words.** The text that counts is the French text; the English version is a translation to make reading easier. Skinobs replies to you in French or in English.
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> This box has no contractual value.

Article 12. Governing law and disputes

12.1 These Terms are governed by French law.

12.2 **Complaints.** Any complaint relating to the platform or to these Terms is addressed to Skinobs at contact@skinobs.com.

12.3 **Disputes with a provider.** Skinobs is not a party to the relationships between a user and a provider (article 6.1). In the event of a dispute with a provider, the user may inform Skinobs, which

forwards the user's complaint to the provider concerned; the resolution of the dispute is the responsibility of the user and the provider.

12.4 **Amicable settlement.** In the event of a dispute between Skinobs and a user or a provider relating to the interpretation, performance or end of these Terms, the parties first seek an amicable solution.

12.5 **Jurisdiction.** Failing an amicable solution, the dispute is brought before the court having jurisdiction under the ordinary rules.

> **In plain words.** French law applies. If there is a disagreement, write first to contact@skinobs.com: Skinobs looks for an amicable solution. Otherwise, the court with jurisdiction under the ordinary rules decides. Skinobs does not settle your disputes with a provider, but can forward your complaint to the provider.
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> This box has no contractual value.

Article 13. Miscellaneous provisions

13.1 **Contractual documents.** The relationship between Skinobs and the user is governed by these Terms, in the version in force. The relationship between Skinobs and a partner is also governed by its quote or its partnership contract, which prevails over Part III as regards the matters it governs (article 26).

13.2 **"In plain words" boxes and headings.** The "In plain words" boxes, the examples and the article headings make reading easier; they have no contractual value. In the event of any difference between a box and the article it accompanies, the article prevails.

13.3 **Evidence.** The records kept by Skinobs and by its processors under reasonable security conditions, in particular the log of acceptance of the Terms (article 3.4), the connection and usage logs of the platform, the emails exchanged and the records of Stripe relating to trials, subscriptions, payments, refunds and invoices, constitute evidence of the exchanges, acceptances, statements and transactions that have taken place between Skinobs and the user, in the absence of evidence to the contrary.

13.4 **Communications.** The information and messages provided for in these Terms are sent by email to the email address of the account; for a provider without an account, to the contact address appearing on its profile or known to Skinobs (article 25.2); for any other person without an account, to the address they used to write to Skinobs. Each person keeps up to date the address they have provided to Skinobs; a message sent to the last address entered, or, for a provider without an account, to the contact address appearing on its profile, is deemed received.

13.5 **Partial invalidity.** If any provision of these Terms is declared void or deemed unwritten, the other provisions retain their validity and remain fully applicable.

13.6 **No waiver.** The fact that Skinobs does not rely on a breach or a provision does not constitute a waiver of the right to rely on it at a later date.

13.7 **Assignment.** Skinobs may assign the contract binding it to the user to any company that takes over all or part of the business of the platform; the user is informed of this by email and may then close their account as provided for in article 5.5. The user may not assign their account or their subscription without the prior agreement of Skinobs.

13.8 **Version.** The version date of these Terms and their date of entry into force appear at the top of the document (preamble), in accordance with article 3.6.

> **In plain words.** These Terms form the entire contract between you and Skinobs (together with the quote, for a partner). Boxes like this one help with reading but are not binding. The technical records of Skinobs and Stripe serve as evidence, unless proven otherwise. Official messages arrive by email at your account email address: keep it up to date.
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> This box has no contractual value.

Part II. Users: Free Plan and Skinobs Pro

Article 14. The two plans

14.1 From 5 January 2027, Skinobs offers users two plans: the Free Plan and Skinobs Pro. These plans are intended for user accounts within the meaning of article 2. Provider accounts (laboratories, device manufacturers and other providers) do not fall under these plans; their access to the platform is defined in Part III and, where applicable, by their partnership.

14.2 **Free Plan.** The Free Plan gives access, without a subscription, with no limit on volume or duration, to all the features of the platform: search for methods and devices with all the filters, projects, saving and comparing methods, search history, contact messaging, basic statistics. It gives access to the selection: the profiles and contact details of the providers that make it up, and getting in touch with them. For providers outside the selection, the Free Plan makes it possible to see that they exist and what they offer in the search results, the directory and the map, but gives access neither to their profile, nor to their contact details, nor to getting in touch with them, nor to selecting them in the filters, nor to the details of their devices; Skinobs may hide their name or location.

14.3 **Skinobs Pro.** Skinobs Pro includes everything in the Free Plan and also gives access: (a) to the full landscape of providers, that is, to the profile and the contact details shown there, to getting in touch, to selection in the filters and to the details of the devices of all listed providers; (b) to all the statistics of the platform. Skinobs Pro is taken out by subscription, preceded where applicable by a trial, as provided for in articles 16 to 22.

14.4 **Listing.** Skinobs chooses the providers and methods it lists and does not guarantee that the listing is exhaustive (article 6). The make-up of the selection changes with partnerships; a provider joining or leaving the selection constitutes neither an amendment to the Terms within the meaning of article 4, nor a change to the Free Plan within the meaning of article 15.

14.5 **Data in existing accounts.** Projects, saved methods, comparisons, search histories and messages created before 5 January 2027 remain accessible in the Free Plan, without limitation, subject to article 9.9.

> **In plain words.** With the Free Plan, you get the whole platform, with no cap, and a selection of providers that you can view and contact; the others are visible but not accessible. With Skinobs Pro, you open up the full landscape (all providers, their profiles, their devices, contact) and all the statistics. Your projects and searches from before 2027 remain yours, unless an account that has stayed inactive is deleted (article 9.9).
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> This box has no contractual value.

Article 15. Changes to the Free Plan

15.1 Skinobs may change the scope of the Free Plan: add features; change the way a feature works; limit the use of a feature, for example by a cap; reserve for Skinobs Pro a feature previously included in the Free Plan. Any restriction is based on a reason that Skinobs states: changes in its offering or its business model, changes in the platform or its costs, changes in the law.

15.2 Users are informed of a restriction of the Free Plan by email sent to the address of their account, at least thirty days before its effective date, with the reason for it, a description of what is changing and the effective date. An enhancement of the Free Plan may take effect without notice.

15.3 Whatever the change, the user retains access to their projects, saved methods, comparisons, search history and messages, as they exist on the effective date; a restriction may limit the creation of new items, never access to existing ones. The user may at any time request a copy of their data as provided for in article 9.

15.4 A restriction has no retroactive effect. It does not apply to a Skinobs Pro subscriber in respect of a feature included in their subscription. A user who does not accept a restriction may close their account (article 5.5) or subscribe to Skinobs Pro.

> **In plain words.** The Free Plan may change: Skinobs can add things to it without notice, or restrict some of them (a cap, a feature moving to Skinobs Pro) by letting you know by email thirty days in advance and telling you why. What you have already created on the platform remains accessible, no matter what.
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> This box has no contractual value.

Article 16. Professional status and declaration at purchase

16.1 **Who Skinobs Pro is for.** Skinobs Pro is offered to users acting for the purposes of their professional activity, within the meaning of article 5.1. It is not intended for consumers.

16.2 **Declaration at purchase.** By starting a trial or taking out a subscription, the user declares that they are subscribing to Skinobs Pro for the purposes of their professional activity, within the meaning of article 5.1.

16.3 **Billing information.** At the time of payment, the user enters an accurate billing address and, where applicable, the name of the company or organisation for which they are subscribing and the EU VAT number (article 19). This information appears on the invoices; the user keeps it up to date from their customer portal.

16.4 **Effect of the declaration.** Skinobs relies on the declaration in article 16.2 to apply these Terms, in particular the statement of prices excluding taxes (article 19) and the rules on the duration and cancellation of the subscription (article 18). The user is responsible for the accuracy of their declaration. Whatever their status, every subscriber benefits from the refund guarantee in article 22.1.

16.5 **Accounts covered.** Only a user account within the meaning of article 2 may start a trial or take out a Skinobs Pro subscription. Provider accounts are not covered (article 14.1).

In plain words. Skinobs Pro is designed for professionals. By starting your trial or your subscription, you declare that you are buying for your professional activity: that is why prices are shown excluding taxes. If Skinobs Pro is not right for you, you can ask for a refund of your first payment within 14 days (article 22).

This box has no contractual value.

Article 17. Fourteen-day trial

17.1 **Purpose.** Skinobs Pro is preceded, once per account (article 17.6), by a fourteen-day trial, during which the user has access to all of Skinobs Pro (article 14.3) without payment. The trial starts when the user activates it from their account, after choosing the cycle of their subscription (article 18.1), accepting the Terms (article 3.2) and saving a valid payment method; by starting it, they make the declaration in article 16.2.

17.2 **Information before the payment method is entered.** Before saving their payment method, the user is informed on the payment page of: the length of the trial and its end date; the amount that will be charged at the end of the trial, including taxes, and the frequency of subsequent charges; the date of the first charge; how to cancel the trial before it ends. By saving their payment method, the user agrees that the subscription will start and that the first charge will be made at the end of the trial, unless there is a cancellation before that date.

17.3 **End of the trial and start of the subscription.** On expiry of the fourteen days, and unless there is a cancellation before that date, the chosen subscription starts automatically and the first charge is made (article 18). Access to Skinobs Pro continues without interruption.

17.4 **Reminder.** At least seven days before the end of the trial, Skinobs sends the user, at the address of their account, an email reminding them of the end date of the trial, the amount that will be charged, the frequency of charges and how to cancel. A second reminder may be sent to them before the end of the trial.

17.5 **Cancellation during the trial.** The user may cancel the trial at any time before it ends, from their customer portal (article 18.9) or by email to support@skinobs.com. No charge is then made. Access to Skinobs Pro ends no later than the end of the fourteen days; the account stays on the Free Plan and keeps all its projects, saved methods, comparisons, search history and messages, created before or during the trial.

17.6 **Only one trial per account.** An account, identified by its email address, may benefit from only one trial (article 2). A user whose account has already benefited from a trial, whatever its outcome, subscribes to Skinobs Pro without a new trial: the first charge is made on subscription and the subscription starts immediately. Creating another account to obtain a new trial is contrary to article 5.2 and may lead to the closure of that account as provided for in article 5.6.

17.7 **Failure of the end-of-trial charge.** If the charge scheduled for the end of the trial fails, article 18.5 applies.

17.8 **Trial and guaranteed price.** A trial that ends without the subscription starting results in the loss of the benefit of the guaranteed price in article 21, as provided for in article 21.3.

17.9 **Changes to the trial.** Skinobs may change the length of the trial or stop offering it for the future, as provided for in article 4. A trial in progress is not affected.

> **In plain words.** The trial lasts 14 days, with all of Skinobs Pro, and requires your card or another payment method. Before you enter it, you see the end date, the amount that will be charged and how to cancel. You receive a reminder at least 7 days before the end. If you do not cancel, the subscription starts automatically at the end of the 14 days. If you cancel, nothing is charged and you keep everything you have created. Each account is entitled to only one trial.
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> This box has no contractual value.

Article 18. Subscription: duration, renewal, cancellation, non-payment

18.1 **Cycles.** The Skinobs Pro subscription is taken out for a monthly cycle, lasting one month, or for an annual cycle, lasting twelve months, as chosen by the user before payment. The subscription period begins on the day of the first charge: at the end of the trial (article 17.3) or, where there is no trial, on subscription (article 17.6).

18.2 **Renewal.** On expiry of each period, the subscription renews automatically for a period of the same duration, and the price of the next period is charged to the saved payment method, unless there is a cancellation before the end of the current period (article 18.4). The price charged is the one applicable to the subscriber on the renewal date (articles 19, 20 and 21).

18.3 **Reminder before annual renewal.** At least thirty days before the renewal of an annual subscription, Skinobs sends the subscriber, at the address of their account, an email reminding them of the renewal date, the amount that will be charged and how to cancel.

18.4 **Cancellation by the subscriber.** The subscriber may cancel their subscription at any time, without giving a reason and free of charge, from their customer portal (article 18.9) or by email to support@skinobs.com. Cancellation takes effect at the end of the current period: the subscriber keeps Skinobs Pro until that date, no renewal takes place, and the account reverts to the Free Plan on that date, with all its projects, saved methods, comparisons, search history and messages. The current period is not refunded, except in the cases provided for in article 22. Skinobs confirms the cancellation by email, stating the end date of the subscription. Cancellation results in the loss of the benefit of the guaranteed price (article 21.3).

18.5 **Non-payment.** If a charge fails, Skinobs informs the subscriber by email and further attempts are made to take the charge during a retry period of no more than twenty-one days. The subscriber may update their payment method at any time from their customer portal; a payment settled during the retry period maintains the subscription and, where applicable, the guaranteed price (article 21.4). During the retry period, access to Skinobs Pro is maintained. If payment has not been settled by the end of the retry period, the subscription is cancelled; this cancellation counts as cancellation of the subscription: access to Skinobs Pro ends, the account automatically reverts to the Free Plan with all its data, and the benefit of the guaranteed price is lost (article 21.3).

18.6 **Change of cycle.** The subscriber may switch from the monthly cycle to the annual cycle, or vice versa, from their customer portal; the change takes effect under the conditions shown in the customer portal at the time of the request. A change of cycle without interruption of the subscription is not a cancellation and preserves the benefit of the guaranteed price (article 21.4).

18.7 **Account closure.** Closure of the account by the user (article 5.5) counts as cancellation: access to Skinobs Pro ends on closure and the current period is not refunded, except in the case provided for in article 22.1. Closure of the account by Skinobs for a breach by the user (article 5.6) has the same effects. Closure decided on by Skinobs in the absence of a breach by the user gives rise to a refund of the unused portion of the period paid for, as provided for in article 22.4.

18.8 **Current subscription and amendment of the Terms or of the price.** A subscriber who does not accept an amendment to the Terms (article 4.3) or to the price (article 20.4) keeps their subscription until the end of the period already paid for, at the price and with the content they subscribed to; if they have cancelled it before that date, the subscription does not renew.

18.9 **Customer portal.** The customer portal, accessible from the "My account" section of the platform, allows the subscriber to view their subscription and invoices, to update their payment method and billing information, to change cycle, to cancel their trial and to cancel their subscription. It is provided by the payment service provider of Skinobs (article 19.5).

> **In plain words.** Your subscription is monthly or annual and renews automatically. You can cancel it whenever you like from "My account": you keep Skinobs Pro until the end of the period already paid for, then you go back to the Free Plan with all your projects. Before an annual renewal, you receive a reminder. If a payment fails, Skinobs tries again during a limited retry period; if the payment is not settled, the subscription stops and you go back to the Free Plan.
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> This box has no contractual value.

Article 19. Prices, taxes and billing

19.1 **Price.** The price of Skinobs Pro is the one shown on the pricing page of the platform on the day the subscription is opened, and restated on the payment page before the payment method is entered. On the date of entry into force of these Terms, it is 348 euros excluding taxes per year for the annual cycle, billed in a single payment, and 49 euros excluding taxes per month for the monthly cycle. The price changes as provided for in article 20; the guaranteed price in article 21 is an exception to this.

19.2 **Taxes.** Prices are stated excluding taxes. Value added tax, or any other applicable tax, is added at the time of payment, according to the country of the user's billing address, the user's tax status and the regulations in force. The total amount, including taxes, is shown before the payment method is entered and appears on each invoice. A change in the rate or rules of taxation does not constitute a change to the price within the meaning of article 20 and applies as soon as it comes into force.

19.3 **EU VAT number.** A user established in a Member State of the European Union other than France may provide their EU VAT number at the time of payment, by ticking the "I'm purchasing as a business" checkbox on the payment page. Providing it is optional. If the number is valid, French value added tax is not applied and the user accounts for it under the reverse charge in the State where they are established. Without a number, or if the number is not valid, the applicable tax is added to the price. A number provided after a payment applies to subsequent charges; tax invoiced before the number is provided is not refunded.

19.4 **Billing address.** The country of the billing address entered by the user at the time of payment determines the applicable tax. The user is responsible for the accuracy of that address and keeps it up to date from their customer portal; an inaccurate address does not remove the obligation to pay the tax that would have been due.

19.5 **Payment and invoices.** Payment is made by bank card or by the other methods offered on the payment page, through the payment service provider Stripe, which collects and stores the payment data; Skinobs does not have access to the user's card number (article 9). Prices are invoiced and paid in euros. An invoice is issued for each charge and made available in the customer portal, where the user can view and download it; a receipt is sent to them by email.

> **In plain words.** Prices are shown excluding taxes: at launch, €348 per year or €49 per month. VAT is added when you pay, depending on your country and your status: for example 20% in mainland France; in another European Union country, no VAT if you give a valid VAT number, otherwise it is added. You pay by card or by another method offered, via Stripe, and you can find your invoices in "My account".
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> This box has no contractual value.

Article 20. Price changes

20.1 Skinobs may change the price of Skinobs Pro, in particular to take account of changes in the platform, its offering or its costs.

20.2 **Notice.** Subscribers are informed of any change to the price by email sent to the address of their account, at least thirty days before its effective date, stating the new price and that date. The new price applies to new subscriptions as soon as it is published on the pricing page.

20.3 **Application to current subscriptions.** For a subscriber, the new price applies at the first renewal following the effective date. The current period, already paid for, remains at the price paid (article 4.4). For a monthly subscription, the new price therefore applies at the first renewal after the effective date, that is, no earlier than thirty days after the notice.

20.4 **Right to cancel.** A subscriber who does not accept the new price may cancel their subscription before the effective date, as provided for in article 18.4; they keep Skinobs Pro until the end of the period paid for, at the price paid, and their subscription does not renew (article 18.8).

20.5 **Price reduction.** A price reduction applies to new subscriptions as soon as it is published; Skinobs may apply it to current subscriptions from their next renewal.

20.6 **Guaranteed price.** Changes to the price do not apply to subscribers who benefit from the guaranteed price in article 21, as long as their subscription remains active.

> **In plain words.** Skinobs can change its prices, but lets you know by email at least 30 days in advance. The new price only applies from your next renewal, never to the period already paid for, and you can cancel beforehand. If you have the lifetime price guarantee (article 21), price increases do not affect you as long as your subscription remains active.
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> This box has no contractual value.

Article 21. Launch offer: lifetime price guarantee

21.1 **Beneficiaries.** The offer is intended for existing users (article 2), that is, holders of a user account created before 5 January 2027, who open a Skinobs Pro subscription during the launch period, from 5 January to 4 April 2027 inclusive. The subscription is deemed to have been opened on the date the trial starts (article 17.1) or, where there is no trial, on the date of subscription (article 17.6); the date of the first charge has no bearing. Accounts created on or after 5 January 2027 do not benefit from it.

21.2 **Content.** The price of Skinobs Pro in force on the day the subscription is opened (article 19.1) is guaranteed to the beneficiary for the entire duration of their subscription, as long as it remains active without interruption: the price changes provided for in article 20 are not applied to them. The guarantee covers the price excluding taxes; taxes continue to be calculated at each charge in

accordance with article 19.2. It covers the price of the cycle subscribed to and, in the event of a change of cycle (article 18.6), the price of the other cycle as it was in force on the day the subscription was opened.

21.3 **Loss of the benefit.** The benefit of the guaranteed price is lost permanently, whatever the date, including during the launch period, in each of the following cases: (a) cancellation of the subscription by the subscriber (article 18.4), including by exercising the refund guarantee in article 22.1; (b) a trial that ends without the subscription starting, through cancellation during the trial (article 17.5) or through a failure of the end-of-trial charge that is not remedied (article 17.7); (c) cancellation of the subscription for non-payment that is not remedied (article 18.5); (d) closure of the account (articles 5.5 and 5.6). Any subscription subsequently opened by the same account, even during the launch period, is subject to the price in force at that time.

21.4 **Cases that do not result in the loss.** The following do not end the benefit: (a) a change of cycle without interruption of the subscription (article 18.6); (b) a failed charge that is remedied during the retry period (article 18.5).

21.5 **Nature of the offer.** On the day the launch period opens, the guaranteed price is equal to the current price of Skinobs Pro; the advantage of the offer consists in not being subject to subsequent changes to the price.

> **In plain words.** If your account existed before 5 January 2027 and you start your trial or your subscription between 5 January and 4 April 2027, you keep the launch price for as long as your subscription remains active, even if prices go up later. You lose it permanently if you cancel, including by asking for a refund of your first payment, if your trial ends without a subscription, if an unpaid amount is not settled or if you close your account. Switching from monthly to annual does not make you lose it.
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> This box has no contractual value.

Examples, with no contractual value (article 13.2).

1. Account created in 2024; trial started on 1 April 2027; first charge on 15 April 2027: eligible, the subscription was opened on 1 April.
2. Account created in 2025; trial started on 10 January 2027, allowed to end without a subscription on 24 January; subscription taken out on 20 March 2027: at the current price, the benefit was lost at the end of the unconverted trial (21.3 b).
3. Account created on 6 January 2027; subscription opened on 10 January: at the current price, the account is not an existing user's account.
4. Existing user on the guaranteed price, monthly cycle at €49; in 2028 the monthly price rises to €59: they stay at €49; if they switch to annual, they pay €348, the annual price on the day the subscription was opened, and not the 2028 annual price (21.2).
5. Existing user on the guaranteed price; card expired at renewal, payment settled ten days later: the guaranteed price is kept (21.4 b); payment never settled: subscription cancelled at the end of the retries, guaranteed price lost, a new subscription is at the current price (21.3 c).

Article 22. Refunds

22.1 **Refund guarantee.** Any subscriber may request a full refund of their first charge, without having to give a reason, within the fourteen days following that charge, by email sent to support@skinobs.com from the address of their account. The request counts as cancellation of the subscription: access to

Skinobs Pro ends on the date of the request, the account reverts to the Free Plan with all its data, and the benefit of the guaranteed price is lost (article 21.3). The refund is made to the payment method used, within the fourteen days following the request. The guarantee may be exercised only once per account and covers only the first charge of the subscription, excluding its renewals.

22.2 **No other refund.** Except in the cases provided for in this article, the current subscription period is not refunded, in whole or in part, in the event of cancellation by the subscriber (article 18.4), closure of the account by the user (article 5.5), closure of the account by Skinobs for a breach by the user (article 5.6), or in the event of non-use of Skinobs Pro.

22.3 **Discontinuation of Skinobs Pro or of the platform.** If Skinobs decides to discontinue Skinobs Pro or the platform, it informs account holders by email sent to the address of their account, at least thirty days before the discontinuation date. On that date, subscriptions end and Skinobs refunds each subscriber the portion of the period paid for that has not been used, calculated pro rata to the number of days remaining between the discontinuation date and the end of the period paid for, to the payment method used, within the thirty days following the discontinuation date. If the platform continues, accounts revert to the Free Plan with all their data; if the platform ceases, users may obtain a copy of their data for three months from the discontinuation date, as provided for in article 9.

22.4 **Closure of the account by Skinobs without breach.** Where Skinobs closes a subscriber's account for a reason that is not a breach by the user (article 5.6), the unused portion of the period paid for is refunded to them pro rata, as provided for in article 22.3.

22.5 **Arrangements.** Any refund covers the amount paid, including taxes, pro rata where applicable, and gives rise to a credit note made available in the customer portal.

> **In plain words.** If Skinobs Pro is not right for you, ask for a refund of your first payment within 14 days: you are refunded in full, with no reason needed, and you go back to the Free Plan. Apart from this case, a period already paid for is not refunded when you cancel. If Skinobs ever discontinues Skinobs Pro or the platform, you are told 30 days in advance and refunded for the unused portion, to the day.
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Part III. Listed providers

Article 23. Listing of providers

23.1 **Scope.** This Part applies to any provider listed on the platform, whether or not it holds a provider account, and whether it is on a free listing or with a partnership. It covers in particular laboratories, device manufacturers and, where Skinobs lists them, consultancies and manufacturers of test substrates. It applies, together with articles 1 to 13, from the creation of a provider account or from the provider's submission of its information with a view to being listed. A provider listed before 5 January 2027 that does not wish to be listed under the conditions set out in this Part may at any time request the removal of its profile (article 25.5); otherwise, its listing continues from that date under these Terms.

23.2 **Listing free of charge.** The listing of a provider is free and does not require any partnership. In this Part, "free listing" means the situation of a listed provider that has no current partnership; it is outside the selection (article 2). Skinobs receives no commission on contracts concluded between a

user and a provider. A paid partnership gives the provider increased visibility, as provided for in articles 24 and 26.

23.3 **Choice of listed providers and information.** Skinobs decides which providers, services, methods and devices it lists, and how to present them in its database. It does not undertake to list either all providers or all of a provider's services, and does not guarantee that the listing is exhaustive (article 6.2). It may refuse to list a provider, in particular where it does not have sufficient information about that provider or a reliable contact address.

23.4 **Preparation and publication of the profile.** The profile is prepared by Skinobs on the basis of the information that the provider supplies to it and, where applicable, of information that the provider has made public, in accordance with the listing process indicated in the laboratory area or by the Skinobs team. The provider fills in its company information and declares its services, in particular by means of the tables that Skinobs makes available to it; Skinobs checks them, where applicable in the course of an exchange with the provider, formats them, links them to the methods, claims and devices in its database, and then publishes them. Skinobs may correct, rephrase, translate or supplement the presentation of this information for the purposes of the platform, without altering its meaning. It may refuse to publish any information that it considers inaccurate, unverifiable or contrary to these Terms.

23.5 **Accuracy and updating.** The provider supplies accurate, complete and up-to-date information, for which it is answerable. It informs Skinobs without delay of any change: services offered, contact details, contact persons, accreditations, cessation of business, transfer or merger. It requests any amendment to its profile from its laboratory area where it has one, or by email to referencing@skinobs.com; Skinobs reviews the request and publishes the amendment as soon as possible. Skinobs may ask the provider to confirm or update its information.

23.6 **Rights in the provider's content.** The provider warrants that it holds the rights in the information, descriptions, trade marks, logos, photographs and documents that it supplies to Skinobs, and that their publication does not infringe the rights of third parties. It authorises Skinobs, free of charge, on a non-exclusive basis and worldwide, to reproduce, communicate to the public, adapt and translate them on the platform and on the www.skinobs.com website for the duration of its listing and, for a partner, on the other media provided for by its partnership for the duration of that partnership. Media already distributed on the date of removal of the profile or of the end of the partnership are not affected. The database in which this information is incorporated belongs to Skinobs (article 8.1); the provider may request the correction or removal of that information as provided for in articles 23.5 and 25.5.

23.7 **Provider account and access to the platform.** Members of a provider may have a provider account, opened and linked to the provider by Skinobs, which gives access to the laboratory area: profile information, messages from users, statistics depending on the provider's offer. The access of these accounts to search is the access provided for by the provider's partnership or, for a provider on a free listing, limited access, the arrangements for which Skinobs indicates in the laboratory area. These accounts fall under neither the Free Plan nor Skinobs Pro (article 14.1) and the selection is not applied to them. Articles 5.3, 5.5 and 5.6 apply to provider accounts.

23.8 **User requests and personal data.** The provider receives the requests that users send to it through the platform's messaging or to the contact details on its profile. It processes the personal data it thus receives as controller, in order to respond to the request and for the relationship arising from it, in compliance with Regulation (EU) 2016/679. It does not use such data for mass or unsolicited mailings unrelated to the request and does not pass them on. It uses the content and data of the platform only for the purposes of its listing and of its responses to users; the rules in points (c) to (g) of article 5.4 apply to it as they do to a user.

> **In plain words.** Being listed on Skinobs is free, and Skinobs takes no commission on your contracts. Skinobs chooses what it lists and does not promise to list everything. You provide your information (laboratory area, tables); Skinobs checks it, formats it and publishes your profile. You remain responsible for its accuracy, you report any change to referencing@skinobs.com, and you handle users' requests yourself, with due respect for their data.
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Article 24. Ranking and visibility

24.1 **Main ranking parameters.** In the search results, the directory, the map and the list of providers for a method, the order of presentation depends on the following parameters, in this order of importance: (a) the match with the user's search (service category, claim, type of test, product or subject, area or country, device and other filters chosen), with only the items that match it being presented; (b) the partnership: providers with a Premium partnership are presented first, then those with an Initial partnership, then those on a free listing; methods implemented with a device from a partner manufacturer are presented before the others; (c) where rank is equal, an order of presentation that may vary, in particular randomly.

24.2 **Influence of the partnership.** The partnership is a paid offer (article 26). It improves the provider's rank and visibility under the conditions set out in this article. Apart from the partnership and the visibility options provided for in a quote, no remuneration alters the ranking of a provider.

24.3 **Information presented according to the provider's offer.** The profile of any listed provider shows in particular its name, location, overview, accreditations and services, methods or devices. The profile of a partner also shows its logo and business contact details (telephone, email address, website); the partner may appear in the areas reserved for partners, such as the logo banners and the partners page, and display a badge or a star. The details of these benefits are set by its quote (article 26.3). Any provider may be contacted through the platform's messaging by the users who have access to its profile.

24.4 **Visibility according to the user's plan.** From 5 January 2027: (a) providers in the selection, that is to say partners (article 2), are accessible to all users, on the Free Plan as well as on Skinobs Pro; (b) providers outside the selection, that is to say on a free listing, are accessible, among user accounts, only to Skinobs Pro subscribers; on the Free Plan, their existence and their offering remain visible in the search results, the directory and the map, but neither their profile, nor their contact details, nor getting in touch with them, nor choosing them in the filters, nor the details of their devices are accessible, and Skinobs may hide their name or their location (article 14.2); (c) provider accounts access the platform as provided for in article 23.7; (d) on the public pages of the site, which are accessible without an account, Skinobs may present information about listed providers, in particular their number, their location without their name, and the logos of partners.

24.5 **No guarantee.** Listing, whether free or with a partnership, does not guarantee the provider a specific rank, a number of impressions, views or requests, or access to its profile by a specific category of users, beyond what is provided for in this article and, for a partner, in its quote.

24.6 **Changes.** Skinobs may change the ranking parameters and the allocation of the information visible according to the provider's offer or the user's plan, as provided for in article 25.1. A provider's entry into or exit from the selection, at the start or end of a partnership, is not an amendment to the Terms (article 14.4).

> **In plain words.** Providers appear first according to what the user is searching for, then according to their offer: Premium partners, then Initial, then free listing. The partnership is paid for: it is the partnership that improves the rank and adds the logo and contact details to the profile. From 5 January 2027, partners are open to all users; providers on a free listing remain visible but, among users, their profile opens only to Skinobs Pro subscribers (provider accounts keep their usual access). Listing does not guarantee any number of requests.
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Article 25. Amendment, removal and suspension

25.1 **Amendment of the listing rules.** Any amendment to the text of this Part, as well as any change to the ranking parameters or to the allocation of the information visible according to the provider's offer or the user's plan that reduces the visibility of a category of providers, is brought to the attention of providers as provided for in article 4, at least thirty days before its date of entry into force. A change that increases the visibility of providers may take effect without notice. A provider that does not accept the amendment or change may request the removal of its profile before that date (article 25.5); a partner may also exercise the rights granted to it by its quote.

25.2 **Communications to providers.** The information provided for in this Part is sent to the provider by email, to the address of its provider account or, failing that, to the contact address shown on its profile or known to Skinobs. It is deemed received as provided for in article 13.4.

25.3 **Removal or suspension by Skinobs.** Skinobs may remove or suspend a provider's profile, or part of its information, on one of the following grounds: (a) false, misleading or out-of-date information that the provider does not correct after being informed of it; (b) lack of a reliable contact, in particular where the contact address no longer works, or where the provider persistently responds neither to users' requests nor to messages from Skinobs; (c) breach by the provider of these Terms, in particular of articles 23.5, 23.6 and 23.8, or of the law; (d) a request from the provider (article 25.5); (e) cessation of the provider's business, or a transfer or merger that makes its profile obsolete; (f) illegal information or a decision of a competent authority (article 7). Suspension makes the profile or the information inaccessible for the time needed to verify or correct it.

25.4 **Procedure.** Before a removal based on grounds (a) to (c), Skinobs informs the provider, as provided for in article 25.2, of the ground and the facts concerned, and allows it fifteen days to remedy the matter or submit its observations, except in an emergency, in particular in the case of illegal information, fraud or a risk to users. A suspension is notified to the provider, together with the ground for it, at the time it is imposed; it ends as soon as the verification or correction has been made. Any decision to remove or suspend is reasoned and may be challenged as provided for in article 7.5. Where possible, the provider is informed before a removal on ground (e).

25.5 **Removal at the provider's request.** The provider may at any time, free of charge, request the removal of its profile by email to referencing@skinobs.com or to contact@skinobs.com. Skinobs removes the profile within thirty days at most. It may retain in its database the methods that appear there independently of the provider, without mentioning the provider. Messages already exchanged remain accessible to the users who sent them. The removal of a partner's profile does not end its partnership, the fate of which is governed by its quote (article 26).

25.6 **Effects on a partnership.** The effects of a removal or suspension on a current partnership are set by the partner's quote or contract. In the absence of any provision to that effect, the removal of a partner's profile decided by Skinobs on a ground attributable neither to a breach by the partner, nor to

its request, nor to the cessation of its business gives rise to a refund of the portion of the partnership price corresponding to the period remaining to run, calculated on a daily basis; in other cases, removal gives no entitlement to any refund. A suspension, limited to the time needed for verification or correction, gives no entitlement to any refund.

> **In plain words.** If Skinobs changes these rules or reduces the visibility of certain providers, it lets you know by email at least thirty days in advance, and you can ask for your profile to be removed; an improvement can apply straight away. Skinobs can remove or suspend a profile for specific reasons: false or out-of-date information, a contact who cannot be reached, a breach, closure of the business, illegal content. For false or out-of-date information, a contact who cannot be reached or a breach, it lets you know before removing your profile and, except in an emergency, gives you fifteen days to correct things; in all cases, it tells you why and you can challenge the decision. You can have your profile removed whenever you like, free of charge.
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> This box has no contractual value.

Article 26. Paid partnerships and content

26.1 **Partnership.** The partnership is the paid offer through which a provider obtains, for a fixed term, increased visibility on the platform and, where applicable, communication options: publications, newsletters, magazines, announcements, presence at events. It is concluded by means of a signed quote or contract, which sets in particular its level (Initial or Premium), the services, the price, the term and the payment and renewal arrangements.

26.2 **Relationship between the documents.** The partner's quote or contract prevails over this Part in respect of the matters it governs (article 13.1). In all other respects, these Terms apply to the partner, in particular this Part and articles 6 to 13.

26.3 **Benefits of the partnership.** For the duration of the partnership, the partner is part of the selection (article 2), benefits from the rank and information provided for in article 24 for its level, and its members have the access to the platform provided for by its partnership (article 23.7). The details of the services are those set out in its quote; in the event of any discrepancy, the quote prevails.

26.4 **End of the partnership.** On expiry of the partnership without renewal, or on its cancellation, the provider leaves the selection and returns to a free listing (article 23), unless its profile is removed (article 25): it loses the rank attached to its level, the logo, the business contact details and the distinctive marks attached to the partnership, and its members lose the access that the partnership provided for. This exit is neither an amendment to the Terms nor a change to the Free Plan (article 14.4). The provisions of the quote on the renewal or continuation of the partnership, in particular its continuation billed monthly, take precedence.

26.5 **Liability.** The liability of Skinobs towards a partner in respect of its partnership is as provided for in its quote or contract. In the absence of any provision to that effect, it is limited, for all causes combined, to the amount paid by the partner in respect of its partnership during the twelve months preceding the event giving rise to liability; articles 6.4 and 6.5 apply, and this cap does not apply in the event of gross negligence or wilful misconduct by Skinobs, nor in cases where the law prohibits the limitation of its liability (article 6.7).

26.6 **Content published for a partner.** Where its partnership or an option so provides, a partner may propose content for publication by Skinobs, in particular articles in Cosmetics Testing News, ZOOM or FOCUS and announcements on the platform. The partner is the author of that content and is solely answerable for it; it warrants that the content is accurate and that it holds the necessary rights, as

provided for in article 23.6. Skinobs may request amendments, format, translate, refuse or withdraw at any time any content that does not comply with its editorial guidelines, these Terms or the law, and is not required to keep it online beyond the period provided for in the quote. Content published on behalf of a partner is presented as such.

26.7 **Events and other offers.** Subject to article 26.6, participation in an event organised by Skinobs, in particular Cosmetotest, or in a stand that it operates at a trade show, in particular under the We Are Testing banner, and the other services sold outside the platform are governed by the quote, the purchase order or the conditions specific to the offer concerned; this Part applies to them only as regards the visibility they provide on the platform.

> **In plain words.** A partnership, Initial or Premium, is signed on the basis of a quote: it is the quote that states what you are buying, at what price and for how long, and it takes precedence over this Part of the Terms on the points it covers. During the partnership, your profile is open to all users, ranked higher, with your logo and contact details. At the end, if it is not renewed, you return to a free listing. The articles you publish in the Skinobs media remain your responsibility; Skinobs can refuse or remove them.
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Previous version

Terms of use of 11 December 2021 (PDF), applicable until 4 January 2027 inclusive and available for download until 5 January 2028.