# TERMS AND CONDITIONS FOR USE OF THE BEAT PLATFORM

# FOR COLGATE-PALMOLIVE EMPLOYEES ONLY:

If you are a Colgate-Palmolive employee, all content must be reviewed and approved through the applicable processes/work flows before it is uploaded to the BEAT Platform (the "*platform*").

All Colgate-Palmolive policies, including the Global Business Practices Guidelines, remain in effect for all Colgate-Palmolive employees.

# FOR ALL OTHER USERS OF THE BEAT PLATFORM:

For all users of the BEAT Platform (the "*platform*") other than Colgate-Palmolive employees, (hereafter, "*you*"), your access to, and use of, the platform is subject to the following terms of use and the laws of New York.

The platform is provided by Colgate-Palmolive Company (hereafter, together with its affiliates, "**Colgate-Palmolive**", or as the context requires, "**us**" or "**we**") under license from ESKO.

We recommend that you print a copy of these Terms and Conditions of Use for future reference.

### Your account and password

You have been provided with a username and password and you may be provided with additional information as part of our security procedures. You must treat this information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your username or password, you must change your password immediately.

### Intellectual property rights

Use of the platform and its content does not transfer or otherwise grant to any user any right or interest in Colgate-Palmolive's intellectual property rights or any intellectual property rights owned by a third party.

The terms of your contract with Colgate-Palmolive shall take precedence over any conflicting terms related to intellectual property rights in these terms of use.

#### Downloading and uploading content from/to the platform

Content downloaded from, or uploaded to, the platform by you will be undertaken for the sole purpose of approving, developing and/or printing artwork for the benefit of Colgate-Palmolive.

We have the right to disclose your identity to any third party who claims that any content uploaded by you to the platform infringes their intellectual property rights.

You are solely responsible for securing and backing up your content.

# Personal Data

Colgate-Palmolive may collect information that can be used to identify you (for example, your username and email address used to access the platform). By using the platform, you acknowledge and consent to our use of this information in accordance with the applicable Privacy Policy for your region, which can be found on your local Colgate World of Care website (e.g. Colgate.com, Colgate.de, Colgate.com.cn etc.).

The terms of your contract with Colgate-Palmolive shall take precedence over any conflicting terms related to data protection in these Terms and Conditions of Use and/or in the relevant Privacy Policy.

## Cookie Notice

By using this platform you accept the use of cookies (and similar technology) in accordance with the applicable Cookie Notice for your region, which can be found on your local Colgate World of Care website (e.g. Colgate.com, Colgate.de, Colgate.com.cn etc.).

# Changes to these Terms and Conditions of Use

We may revise these Terms and Conditions of Use at any time without notice. Please check these Terms and Conditions of Use from time to time, as any changes we make will be binding on you.

# Accessing the platform

The content of this platform is provided to you in confidence. Therefore, you must treat all content as confidential and must not disclose it to any third party without our written permission.

Access to the platform is permitted on a temporary basis. We may suspend, discontinue or change all or any part of the platform without notice. You are responsible for making all arrangements necessary for you to have access to the platform.

You are also responsible for ensuring that all persons who access the platform through your internet connection are aware of these Terms and Conditions of Use and any other applicable terms of use, and that they comply with them.

#### Limitation of our liability

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the platform or to your downloading of any content on it, or on any website linked to it.

#### Viruses

You are responsible for configuring your information technology, computer programmes, etc. in order to access the platform. You should use your own virus protection software.

You must not misuse the platform by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the platform, the server on which the platform is stored or any server, computer or database connected to the platform.