

# International Addendum

Last Updated: October 10, 2023

## Special Provisions Applicable to Users Residing in the EU or the UK

If you reside in the European Union (“EU”) or the United Kingdom (“UK”) and the Services were offered to you in the EU or UK, please review these Special Provisions Applicable to Users Residing in the EU or UK (“**Special Provisions**”). These Special Provisions apply in addition to, or in some cases in lieu of certain sections of, the [Terms of Use](#). By accessing or using the Site provided by Glossier, Inc. or purchasing Products from Glossier, Inc. or our subsidiary Phase EU Limited, you agree to be bound by these Special Provisions. All capitalized terms not defined in these Special Provisions shall have the meaning given to them in the Terms of Use.

1. **User Content.** Section 6 of the Terms of Use is revised as follows:

- The following sentence replaces the second sentence in Section 6.2 of the Terms of Use:

You acknowledge and agree that the Photos may be used in Glossier’s social media, emails/SMS and on the Site, and you hereby grant us permission, until revoked, to use and authorize others to use your name or social media handle in association with the Photos for identification, publicity related to the Services and similar promotional purposes. To revoke your permission to us in regards to our use of the Photos, please contact us at [legal@glossier.com](mailto:legal@glossier.com).

- The following sentence replaces the first sentence in Section 6.3 of the Terms of Use:

By uploading any User Content you hereby grant and will grant Glossier and its affiliated companies, successors and assigns a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable license to reproduce, adapt, publish, create derivative works from, copy, display, upload, publicly perform, distribute, store, modify and otherwise use your User Content and any name, username, likeness, voice or photograph provided in connection with your User Content, without compensation to you, in connection with the operation of the Site or the promotion, advertising or marketing of the Services, in any form, medium or technology now known or later developed, and including after your termination of your Account or the Services, until such license grant is revoked by you. To revoke your license to us in regards to our use of your User Content, please contact us at [legal@glossier.com](mailto:legal@glossier.com).

- The following provision replaces Section 6.4 of the Terms of Use in its entirety:

Except where prohibited by applicable law, by submitting User Content through the Site, you are waiving and agreeing not to assert any copyrights resulting from our alteration of the User Content or any Photos, Submissions, photograph(s), footage, illustrations, statements or other work contained in the User Content. You are also agreeing to appoint Glossier as your irrevocable attorney-in-fact with respect to the User Content, with the right to execute and deliver any documents, in your name and on your behalf, to ensure that we can use the User Content that you are licensing in any way we see fit, own and protect the rights in any derivative works created from your User Content, and have the User Content removed from any other website or forum.

**2. IP Infringement.** The following provision replaces Section 7 of the Terms of Use in its entirety:

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify us of your infringement claim in accordance with the procedure set forth below. To ensure that your notification is valid under the EU-E-Commerce Directive 2000/31/EC and UK Electronic Commerce (EC Directive) Regulations 2002, we recommend you send a written communication with a physical or electronic signature of a person authorized to act, identification of the copyrighted work claimed to have been infringed, identification of the material that is claimed to be infringing, information reasonably sufficient to permit Glossier to contact you (address, telephone number and email) and a statement that you have a good faith belief that the use of material is not authorized.

**3. Payments; Ordering & Availability; Billing and Continuous Subscription Services.**

The following provision replaces Section 8.2 of the Terms of Use in its entirety:

You agree to have sufficient funds or credit available upon placement of any such order to ensure that the purchase price will be collectible by us. We attempt to be as accurate as possible and to eliminate errors on our Site. However, in the event of an error, we reserve the right to correct such error and revise your order accordingly or to cancel the order and refund any amount charged. We are under a legal duty to supply Product(s) that are in conformity with the order you place. In the event of a material error (for example, a pricing error or one that might affect your enjoyment of the Product), we will contact you in advance so that you can decide whether you want to cancel or proceed with the order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Products provided to you. The Site may contain information regarding the availability of Products. In rare cases, a Product may be in stock when you place the order, and sold out by the time we attempt to process the order. Should this happen, we will notify you by email and cancel the item from your order. We also may offer some Products for sale before they have been manufactured or arrive at our warehouse. When you preorder these Products, we will ship them once they are available. In rare cases, these items may not become available for shipping. Should this happen, we will notify you by email and cancel the item from your order. Before completing the online purchase process, you will be asked to confirm the contents of your shopping cart. Once you do so, a summary of your order will be displayed and you will be asked to confirm your order. By clicking on the "Complete Order" button, you acknowledge that a contract is formed between you and us in relation to the Product(s) ordered (the "**Contract**") and that you enter into an obligation to pay for the Product(s) in your cart.

After entering into the Contract, we will send you a confirmation email (the “**Order Confirmation**”) and we will be under a legal duty to supply you with goods that are in conformity with the Contract.

- The following provision replaces Section 8.3 of the Terms of Use in its entirety:

If you reside in the UK, product prices displayed on the Site include VAT but exclude delivery costs, which will be automatically added when you view the items in your shopping cart. When you complete your purchase, you agree to the price(s) presented for the Product(s). Prices and delivery costs may change from time to time, but changes will not affect orders for which we have already sent you an Order Confirmation.

**4. Returns and Exchanges.** The following provisions replace Section 10 of the Terms of Use in its entirety:

- For information about returns and exchanges, please see our [FAQs](#).

- To cancel an order, you must clearly inform us of your cancellation request by writing to us at the mailing address or email address provided in the Model Cancellation Form below. You are not required to use the Model Cancellation Form, but you must provide us with your name, address, and order reference number/GLO # when you submit your written request.

**Model Cancellation Form**

To: Phase EU Limited/Glossier, Inc., trading as Glossier, 5 New Street Square, London, United Kingdom, EC4A 3TW

E-mail address: GTeam@Glossier.com

I hereby give notice that I cancel from my contract of sale, the following goods:

Order Reference Number/GLO#:

Ordered on/ received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (required only if this form is submitted

on paper): Date:

**6. Limitation of Liability and Disclaimer of Warranties.**

- The following provision replaces Section 11.2 of the Terms of Use in its entirety:

THE GLOSSIER PARTIES DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR FREE. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO GLOSSIER PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

- The following provision replaces Section 11.4 of the Terms of Use in its entirety:

IN NO EVENT SHALL ANY GLOSSIER PARTY BE LIABLE FOR LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION FROM THE USE OR INABILITY TO USE THE SERVICES OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH GLOSSIER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If you are a consumer in France, the additional product warranty applies to you:

As a consumer in France, you benefit from the legal warranty of conformity as provided under Articles L217-4 et seq. of the Consumer Code and of the legal warranty against hidden defects as provided under Articles 1641 et seq. of the Civil Code.

Legal warranty of conformity: You benefit from this warranty for 2 years as from the delivery of the concerned Product. You may choose between the repair and the replacement of the Product pursuant to the conditions detailed under Article L217-9 of the Consumer Code. You do not have to prove the existence of a lack of conformity when you claim under this warranty 24 hours after the delivery of the Product. It applies in addition to any commercial warranty that would be expressly granted by us.

Legal warranty against hidden defects: You benefit from this warranty for 2 years as from your discovery of the hidden defect. You may choose between the cancellation of the sale or an adequate reduction of the price.

**7. Arbitration Clause and Class Action Waiver.** The following provision is added as Section 13.8:

Notwithstanding the above, you may bring legal proceedings in respect of the Agreement either by following the arbitration procedure detailed in the Agreement or in the courts of the country in which you reside. The European Commission also provides EU consumers with an [online dispute settlement platform](#), which provides information about alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Please note that we are not obliged to participate in alternative dispute resolution and

reserve the right to consent to alternative dispute resolution in individual cases. Notwithstanding the foregoing, consumers residing in the EU or UK will benefit from any mandatory provisions of the law

of the country in which you reside. Nothing in this Agreement affects your rights as an EU or UK consumer to rely on mandatory provisions of the law of the country in which you reside.

The Swedish National Board for Consumer Disputes provides a public authority to try disputes between consumers and business traders and may be contacted [here](#).

**8. Termination.** The following provision replaces Section 14 of the Terms of Use in its entirety:

We reserve the right, in our sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content at any time and for any reason without prior notice or liability, which may result in the forfeiture and destruction of all information associated with your Account. We reserve the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity, limitations of liability, class action waivers and arbitration.

**9. Miscellaneous.** The following sentence replaces the first two sentences of Section 18.1:

This Agreement shall be governed by and construed and enforced in accordance with the laws of the country in which you reside.