

SISLEY PRIVACY POLICY

Last Updated: October 2013

NOTICE OF ARBITRATION PROVISIONS: Your use of our Site is subject to binding individual arbitration of any disputes which may arise, as provided in Paragraph 9.2 of the Terms of Use. Please read the arbitration provisions carefully and do not use our Site if you are unwilling to arbitrate any disputes you may have with us (including without limitation any disputes relating to this Privacy Policy or our privacy practices) as provided in the Terms of Use.

SISLEY is concerned about your privacy and wants you to be familiar with how it collects, uses, and shares your information. This Privacy Policy ("Policy") sets forth the privacy policies that apply to your use of the Site. This Policy outlines the type of information that we collect and receive from you while you are using our Site. Additionally, this Policy identifies the ways in which we process, and sometimes share, such information and what control and choices you have with regard to the collection and use of your personal information. Please read the following carefully, especially before providing any information through our Site.

Our goal is to collect and use only that information that we think is required for our legitimate business interests, in order to better understand your interests and to improve your experience of using our Site.

1. TYPES OF INFORMATION SISLEY COLLECTS

SISLEY may collect and process the following information:

1.1 Personally Identifiable Information

Personally identifiable information is any information that identifies a living individual, such as your first and last name, mailing address, phone number, mobile phone number, email address, photograph, credit card number and expiration date (or other payment method information), login ID, member name and password and other information about a specific individual that identifies the individual ("Personally Identifiable Information"). When you open an account or use the Site, we collect some amount of Personally Identifiable Information from you. We also collect Personally Identifiable Information that you may voluntarily provide when you use the Site, that you may disclose in a public area of the Site (such as a rating/review page, message board, or chat room), or that you may disclose when you communicate with us, such as by responding to surveys, registering for sweepstakes, contests and other promotional opportunities, or seeking help from our customer service department. We also may obtain Personally Identifiable Information from reputable third parties, such as credit agencies.

1.2 Non-Personally Identifiable Information

We collect information from you automatically when you use the Site. Non-Personally Identifiable Information is information that does not specifically identify a living individual and is not used with Personally Identifiable Information to determine an individual's identity, including a computer's Internet Protocol ("IP") address, a mobile device's unique identifier, computer and device connection information such as browser type or version, demographic information, such as a person's age, ZIP code and other data collected automatically through the operation of this Site ("Non-Personally Identifiable Information"). We may collect Non-Personally Identifiable Information (such as which Site pages visited and in what sequence) through the use of various technologies.

1.2.1 *Pixel Tags*

Pixel Tags, also called GIFs, web beacons or similar means (collectively, "Pixel Tags"), are invisible files on Web pages that you visit. When you visit a page on the Site that contains a Pixel Tag, the Pixel Tag communicates with your computer to collect Non-Personally Identifiable Information, and determine, among other things, whether you have been to that page before or viewed a particular advertisement. We use Pixel Tags to enhance email advertising, and track usage of the Site.

1.2.2 *Other Methods*

Where authorized and as permitted by FTC guidelines and other applicable laws, rules and regulations, we may also use or allow the use of trusted vendors and other third party companies who may gather data for appropriate business purposes such as managing advertising and/or generating reports on Site traffic and statistics. We may also use other monitoring technologies to gather anonymous statistics about our Site visitors.

1.3 Non-Personally Identifiable Information: cookies

When you visit the Site, cookies or other similar technologies may be installed on your computer by SISLEY or by its service providers. A cookie is a small text file that is sent to your computer from a Web server and stored on your computer's hard drive when you visit a website. These cookies will be temporarily stored on your computer in a dedicated location.

Some cookies are essential for the Site to work properly, for example, to remember what you have added to your basket while you browse the Site. They are useful because they help SISLEY to provide you with relevant information, such as remembering what you have in your wish list or basket

when you return to the Site. They also allow SISLEY to recognize your computer (but not specifically who is using it) when you access the Site and to improve the usability and performance of the Site (for example by enabling you to access the 'Your Account' section of the Site without having to log in each time).

1.3.1 *Types of cookies*

SISLEY uses the following cookies:

- Strictly necessary cookies: These are cookies that are required for the operation of the Site. They include, for example, cookies that enable you to log into secure areas of the Site.
- Analytical/performance cookies: These allow statistics and volumes of traffic and use to be established for the various components of The Site (headings and content visited, route, etc.). This helps SISLEY to improve the way the Site works.
- Functionality cookies: These are used to recognize you when you return to the Site. These permit access to restricted and personal areas of the Site, such as your account, by virtue of the identifiers or data which you may have entrusted to SISLEY.
- Targeting cookies: These cookies record your visit to the Site, the pages you have visited and the links you have followed. The information is used to make the Site and the advertising displayed on it more relevant to your interests. SISLEY may also share this information with third parties for this purpose.

1.3.2 *Turning off and deleting cookies*

By accessing or using the Site, you consent to SISLEY's use of cookies. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you elect to disable cookies it will likely modify your navigation of the Site and may disable access to certain parts of the Site. Most browsers are initially set to accept cookies so unless you have adjusted your browser setting so that it will refuse cookies, they will be accepted when you access the Site.

For more detailed information about cookies visit www.allaboutcookies.org which provides guidance on how to control cookies.

1.3.3 *Third party cookies*

Please note that advertisers may also use cookies, over which SISLEY has no control. You can turn off advertising cookies only, by blocking specific companies. You will still receive advertising on the internet, but the advertisements you see may not be tailored to your likely interests or preferences.

2. HOW SISLEY USES INFORMATION

2.1 Personally Identifiable Information

We will use your Personally Identifiable Information for the purposes for which it was provided. For example, we may use your Personally Identifiable Information to notify you of changes to the Site, to let you know about opportunities and other products you might be interested in, and to request your participation in surveys or other promotions. You can choose not to receive certain communications from SISLEY as described in the section below entitled "Communication Preferences." We also use your Personally Identifiable Information to fulfill your orders and provide you with information that you request.

2.2 Non-Personally Identifiable Information

Cookies and similar tools may be used to relate your use of the Site and Non-Personally Identifiable Information to Personally Identifiable Information obtained from you. If any Non-Personally Identifiable Information is linked with Personally Identifiable Information, the linked Non-Personally Identifiable Information will then be treated as Personally Identifiable Information.

3. USER ACCOUNTS

3.1 Security

SISLEY may enable you to set up an account with a username and password to access and use certain features of the Site. You agree to provide SISLEY with accurate account information and acknowledge that you are responsible keeping your account login information secret. SISLEY will not be responsible for any loss or damage arising from your failure to comply with this requirement.

3.2 Termination

SISLEY may in its sole judgment suspend or close your account and terminate your registration at any time and without prior notice, including in the event that you breach any of your obligations set out in this Policy. SISLEY is not obligated to give a reason for termination.

4. WHERE YOUR PERSONALLY IDENTIFIABLE INFORMATION IS STORED

SISLEY and its affiliated companies may store and process any of your Personally Identifiable Information both inside the United States of America and inside of the European Economic Area ("EEA"). It may also be processed by employees operating inside the United States of America and inside the European Economic Area who work for SISLEY or its affiliated companies or for one of its suppliers. Such employees maybe engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your Personally Identifiable Information, you agree to this transfer, storing or processing. SISLEY will take all steps reasonably necessary to ensure that your information is treated securely and in accordance with this Policy.

Unfortunately, the transmission of information via the internet is not completely secure. Although SISLEY will use reasonable efforts to protect your Personally Identifiable Information, SISLEY does not guarantee the security of your information transmitted to the Site. Any transmission is at your own risk. Accordingly, SISLEY assumes no responsibility for disclosure of your information (Personally Identifiable or otherwise) due to errors in transmission, unauthorized third-party access or other causes beyond SISLEY's reasonable control.

5. DISCLOSURE OF YOUR INFORMATION

5.1 Disclosure to Affiliates

SISLEY reserves the right to share any Personally Identifiable Information or other information about you which you provide to (or which is gathered from) the Site with any or all of its subsidiaries or affiliates (collectively, our "Affiliates").

5.2 Disclosure to Third Parties

Like many businesses, we sometimes hire other companies to perform certain business-related functions on our behalf such as hosting specific portions of the Site, maintaining databases, administering contests, providing wireless services, providing fulfillment services, sending e-mails and processing payments. When we employ a third party to perform these functions, that third party will only be provided with the particular Personally identifiable Information it needs to perform its function, and is required to protect the Personally Identifiable Information. For third-party sponsored sweepstakes, contests or promotions, we may request Personally Identifiable Information from you that may be shared with the sponsor upon request.

If SISLEY sells all or part of the Site or makes a sale of assets or is otherwise involved in a merger or business transfer, we may, in our sole discretion, transfer, sell or assign your Personally Identifiable Information to a third party as part of or in connection with that transaction. Upon such transfer, the privacy policies of the acquiring entity may govern further collection and use of your Personally Identifiable Information.

5.3 Disclosure to Others

In addition, we may disclose Personally Identifiable Information under the following circumstances to: (i) protect our legal rights, privacy or safety, and those of our employees, agents, contractors and Affiliates, (ii) protect against fraud or other illegal activity, (iii) respond to inquiries or requests from government, regulatory, law enforcement or public authorities, (iv) permit us to pursue available remedies, commence, participate in, or defend litigation, (v) enforce our Terms of Use, or (vi) comply with subpoenas, search warrants, the law or other legal process.

6. COMMUNICATION PREFERENCES

During registration and via the "My Account" section of our Site, you can set your email preferences so as to decline to have your Personally Identifiable Information used for marketing purposes or receive certain communications from SISLEY and our Affiliates. You can exercise this opt-out right by changing your account settings or by following the instructions on any marketing communications to unsubscribe from future communications. You can also contact SISLEY's Customer Service Team to change your marketing preferences or to stop any future marketing communications. In addition, all of our newsletters and other general email marketing communications also include an "unsubscribe" opt-out link that you may use to ask that we discontinue such emails to you.

7. CONTACT INFORMATION

You may contact SISLEY by phone at (toll free) 1-855-747-2948, by e-mail to sending customerserviceUSA@sisley-paris.com , through the contact form of the Website or by mail to the following address:

SISLEY
Attn. Customer Service
7 Renaissance Square
Floor #3
White Plains, NY 10601

8. CHANGES TO THIS POLICY

From time to time, SISLEY may revise this Policy to reflect changes in the law or technology, or changes in our practices regarding information collection and use. You can determine when this Policy was last revised by referring to the "Last Updated" legend at the top of this page. Any

changes to this Policy will become effective upon posting of the revised Policy on the Internet, accessible through the Site. By continuing to use the Site following such changes, you will be deemed to have agreed to such changes. If you do not agree with the terms of this Policy, as it may be amended from time to time, please do not continue using the Site. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to this Policy would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid this Policy being deemed illusory or unenforceable.

9. ACCEPTANCE OF THIS PRIVACY POLICY

When you use the Site, you are accepting the terms and conditions of this Policy, and SISLEY will have the right to use your Personally Identifiable Information or other information about you as described in this Policy. If you do not agree to have your information used in the ways described in this Policy, you must not use the Site and you must follow the opt-out provisions above. If you have questions or concerns about this Policy, please contact Customer Service or write to SISLEY at the contact address listed above.

10. APPLICABLE LAW

The interpretation and application of this Policy shall be governed by the laws of the United States and the State of New York without regard to its conflict of law provisions. This Site is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. Please note that we do not represent that the Site is appropriate for use in any particular jurisdiction. Those who choose to use the Site do so at their own initiative and are responsible for complying with all local laws, rules and regulations. If you are located in a country outside the United States and submit Personally Identifiable Information to us, you are consenting to the transfer, processing, storage and use of that information as provided in this Policy.