



## *AI Charter*

# POLICY ON THE APPROPRIATE USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS

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## *Table of contents*

INTRODUCTION / 3

WHAT ARE THE OBLIGATIONS OF THE SERVICE  
PROVIDER USING AI IN THE COURSE OF ITS WORK? / 4

Prerequisites before using AI / 5

Once the AI Output has been generated / 7

Specific obligations relating to the Service  
Provider's use of generative AI / 8

WHAT ARE THE SERVICE PROVIDER'S OBLIGATIONS AS  
AN AI PROVIDER IN THE CONTEXT OF ITS  
ASSIGNMENTS? / 9

# INTRODUCTION

This charter (the “Charter”) aims to provide a framework for the use of AI by suppliers, service providers, partners and other parties acting on behalf of a client belonging to the Clarins Group. It applies without prejudice to any specific clauses provided for projects involving, in particular, the processing of personal data and/or issues relating to intellectual property and/or image rights, and applicable between the service provider (hereinafter the “Service Provider” or “You”) and the Clarins Group company engaging that service provider (hereinafter “Clarins”).

It is essential that all Service Providers use AI responsibly, exercise heightened vigilance in its use, and undertake to respect the rules set out in this Charter, as well as all applicable laws and regulations in the context of such use of AI.

## WHAT IS AN ARTIFICIAL INTELLIGENCE SYSTEM?

The term “**Artificial Intelligence System**” or “AI” refers to any automated system designed to operate at various levels of autonomy and capable of demonstrating adaptability following its deployment, and which, for explicit or implicit purposes, derives, from a query comprising content and/or data of various kinds (“*Inputs*”) it receives, how to generate outputs (“*Outputs*”) such as, in particular, predictions, recommendations or decisions influencing physical or virtual environments, text, images, audio or video.



*What are the obligations of the Service Provider using AI in the course of its work?*

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# Prerequisites before using AI:

Before using an Artificial Intelligence System in the course of your work for Clarins, you undertake to:

**Familiarise yourself, prior to any use, with the General Terms and Conditions of Use (GTCU) of the Artificial Intelligence System** and select a licence offering guarantees suited to the intended use/operation (e.g. ownership of the Outputs on behalf of Clarins).

**Use an Artificial Intelligence System that complies with** current and future **applicable regulations** governing intellectual property and the protection of personal data, and respect artificial intelligence, the obligations imposed on deployers and distributors of Artificial Intelligence Systems regarding transparency, traceability and ethical and social considerations.

**Ensure that the Artificial Intelligence System provides sufficient guarantees regarding confidentiality and security.** You must respect the security configuration established by the publisher of the Artificial Intelligence System and must never attempt to modify it.

**Keep a copy of the documentation, including the Terms of Use for the Artificial Intelligence System in force on the date the AI-generated Outputs were produced.** Clarins may be required to request all of the aforementioned items from you in the event of a dispute.



# Prerequisites before using AI:

Before using an Artificial Intelligence System in the course of your work for Clarins, you undertake to:

**Ensure that the Artificial Intelligence System does not reuse Input and Output data to train its model.** If, by default, the Artificial Intelligence System reuses this data, disable this option to ensure the confidentiality of the Inputs and Outputs.

**Refrain from using** an Artificial Intelligence System to **record, transcribe, summarise or analyse** the content of a meeting, call, interview or conversation (in person or remotely) involving other people, **without first (i) informing all participants and (ii) obtaining their explicit consent.**

**Refrain from using the Artificial Intelligence System to make a decision that is likely to significantly affect a person.** Human intervention should take place to verify the Outputs produced by the Artificial Intelligence System. The data subject should also have been informed in advance, have given their consent where applicable, and be able to exercise their rights (in particular the rights of access, rectification and objection).

**Refrain from using the Artificial Intelligence System for tasks requiring human judgement, empathy or nuanced understanding,** such as biometric categorisation based on sensitive data, emotion recognition in the workplace, or facial recognition through image extraction from the internet or CCTV systems.



# Once the AI Output has been generated:

AI output may be inaccurate, out of date, biased, misleading, discriminatory, dangerous or illegal, or may infringe the rights of third parties. Such output may lead to malfunctions and/or design flaws in our products, inaccuracies or other negative consequences that could damage Clarins' reputation and the quality of commercial relations between the Parties.

**Before using any such output**, you must systematically verify:

- **Its accuracy.** Check and validate all results produced by the AI to detect security vulnerabilities or malicious components.
- **That it does not contain or draw inspiration from the data listed above** (e.g. if the result contains a third party's trademark, you must modify it before using it).

In general, **no AI-generated Output must be used as is**, in any way whatsoever, even for internal purposes, particularly for decision-making. **You must maintain human supervision throughout the use of AI** and retain final control over any creations that consist, in whole or in part, of elements created using AI.



# Specific obligations relating to the Service Provider's use of generative AI:

Without prejudice to the specific clauses set out in the contract between Clarins and You regarding intellectual property and/or image rights, when drafting instructions for the Generative Artificial Intelligence System ("Prompts"), You must:

**Document, in a precise and chronological manner, where relevant given the nature and purpose of the project, all the tools, methods, creative ideas and Prompts** (as well as their various versions and/or corrections) used to generate the *Outputs*. You must also document the dates on which these Prompts and Outputs were issued. These elements must enable Clarins to accurately and effectively trace the creative process that contributed to the generation of the *Outputs*.

**Keep a copy of the documentation and the relevant Prompts, including the Terms of Use for the Artificial Intelligence System in force on the date the Outputs were generated.** Clarins may ask you to provide all of the above-mentioned elements in the event of a dispute.

**Refrain from including requests to copy or draw inspiration from protected works** (including images, texts, videos and/or audio recordings, etc.), **trademarks, logos or any other protected elements belonging to a third party and/or constituting the intellectual property of Clarins**, without having obtained the prior written authorisation of the rights holders.

**Refrain from including requests to copy or draw inspiration from the image or voice of any living or deceased person, whether well-known or not**, without having obtained the prior written authorisation of the person concerned or their successors in title.

**Refrain from including any confidential or strategic information belonging to Clarins, or any personal data or 'sensitive' data concerning an individual.**

**Carry out the checks set out in point II on the *Outputs*.**



*What are the Service Provider's obligations as an AI provider in the context of its assignments?*

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# The service provider's obligations

Without prejudice to the specific clauses set out in the contract concluded between Clarins and You for projects involving, in particular, the processing of personal data and/or issues relating to intellectual property and/or image rights, here is a reminder of the obligations You must respect, as a provider of AI<sup>1</sup>:

## **SYSTEM CLASSIFICATION**

State the AI's risk level (unacceptable risk, high risk, limited risk or minimal risk) and provide the relevant justification.

## **DOCUMENTATION AND TRANSPARENCY**

Provide, prior to any release, the AI's complete technical documentation, including the user manual, specifications, limitations, decision-making logic, identified risks, and procedures for human supervision and maintenance.

## **COMPLIANCE AND EVALUATION**

Ensure that the AI has undergone the required conformity evaluation (and CE marking where applicable) and be able to provide evidence of this via a comprehensive technical dossier.

## **RISK MANAGEMENT AND SECURITY**

Have a risk management system in place covering data governance, the robustness, accuracy and cybersecurity of the AI, and enabling the identification, evaluation and mitigation of AI-related risks. This risk management system must allow for the traceability of AI versions and modifications, as well as the documentation of incidents and corrective measures.

*(1) AI provider within the meaning of Article 3 of Regulation (EU) 2024/1689: means a natural or legal person, a public authority, an agency or any other body that develops or commissions the development of a general-purpose AI system or AI model and places it on the market or puts the AI system into service under its own name or brand, whether for a fee or free of charge.*

# The service provider's obligations

## RIGHTS OF DATA SUBJECTS

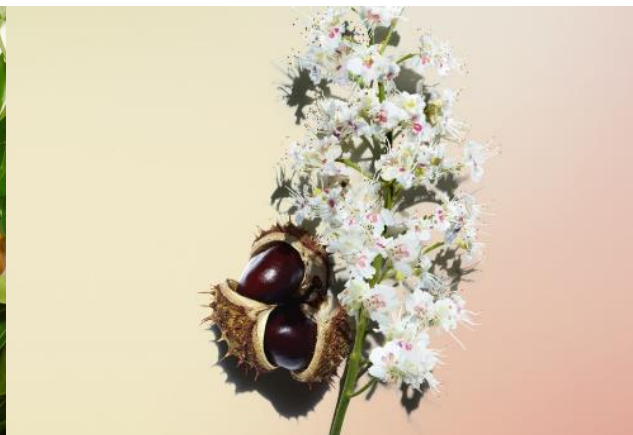
Ensure respect for the rights of individuals affected by AI, in particular the right to information and the right to object.

## COMPLIANCE WITH ETHICAL PRINCIPLES AND NON-DISCRIMINATION

You undertake to design, develop and make available AI that complies with ethical principles, in particular non-discrimination and equal treatment.



To this end, you must implement all necessary measures to prevent, detect and correct any bias or discriminatory effect linked to the use of AI, and ensure that the data used to train the AI is relevant, representative, unbiased and complete, in order to prevent any discrimination or inaccurate results.





*AI Charter*

THANK YOU

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