

# Xperience+ Loyalty Program

## Terms & Conditions of Participation

**Effective Date: September 06, 2022**

Thank you for being a member of the Merz Xperience+ Loyalty Program (the “**Program**”)! The Program is an online, points-based program where you may accrue Program points when you receive qualifying Merz Aesthetic treatments, which points may then be redeemed for Program benefits provided by us. The Program is provided by Merz North America, Inc. (“**Merz**”, “**we**”, “**us**”, “**our**”) for use by consumers through their participating aesthetics healthcare providers (such consumers, “**you**” and “**your**”).

Your participation in the Program is expressly subject to the Terms. “**Terms**” means these Terms & Conditions of Participation together with the most current versions of our Privacy Policy and our Website Terms of Use (which latter two documents are available via weblink at the bottom of [www.merzaesthetics.com](http://www.merzaesthetics.com)). **PLEASE READ THE TERMS CAREFULLY AS THEY ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AND MERZ AND INCLUDE IMPORTANT INFORMATION REGARDING: (I) DISCLOSURES YOU AUTHORIZE YOUR HEALTHCARE PROVIDER TO MAKE TO MERZ IN ORDER TO CONFIRM THAT YOU HAVE RECEIVED QUALIFYING MERZ AESTHETICS TREATMENTS UNDER THE PROGRAM; AND (II) YOUR AND OUR OTHER LEGAL RIGHTS, OBLIGATIONS, AND REMEDIES. BY REGISTERING FOR AND/OR PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE TERMS.**

We may change the Terms at any time without prior notice. An updated Effective Date at the top of the page indicates that the Terms have been revised. Your use of the Program after the updated Effective Date indicates your agreement to the revised Terms. Therefore, you should review the Terms each time you log into your Program Account.

- 1. ELIGIBILITY; YOUR CONSENT TO ALLOW MERZ TO RECEIVE CERTAIN PERSONAL HEALTH INFORMATION REGARDING YOUR QUALIFYING MERZ AESTHETIC TREATMENT.** In order to participate in the Program, you must be a legal resident of the United States and be at least 18 years of age at the time of registration; by registering for a Program account (“**Account**”) you represent and warrant that you meet these criteria. Only one (1) Account is permitted per person. If you attempt to obtain more than one Account we may terminate your registration and all earned Program points may be forfeited. Eligible Merz Aesthetics products and treatments must be purchased in the United States to qualify for Program benefits. The Program is void where prohibited by law.

In order to earn Program points and receive Program discounts your selected participating Program healthcare provider needs to provide confirmation to Merz regarding the specific qualifying Merz Aesthetic treatment you received and the date of such treatment. This information constitutes Personal Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA). **By participating in the Program you hereby authorize Merz to receive such Personal Health Information regarding your qualifying Merz Aesthetics treatment(s) for Merz’s purposes in administering the Program.** You may revoke this authorization at any time, but if you do so you may no longer be eligible to participate in the Program.

- 2. RESERVATION OF RIGHTS.** The Program, points, and benefits are offered at our discretion. We reserve the right to modify or discontinue the Program, including the point values and benefits offered, either in whole or in part, for any reason, at our sole discretion. We may, among other options, withdraw, limit, modify, or cancel any benefits which may be redeemed with Program points, increase or decrease the Program points required for any benefits, exclude certain Merz Aesthetics products and/or treatments from points eligibility, or modify the expiration date applicable to any accrued points. You agree that we will not be liable to you or any third party for any such modification or discontinuance.



3. **NO MEDICAL ADVICE.** Merz does not practice medicine or provide medical services or advice. No information contained on the Program site is provided to give medical advice or instructions on the use of Merz Aesthetics products. We cannot answer unsolicited emails requesting personal medical advice. Any questions you may have regarding medical or health concerns, and/or whether or not to receive any medical treatment, must be directed to your healthcare provider.
4. **ACCOUNT REGISTRATION.** In order to participate in the Program you must first register for an Account at [www.XperienceMerz.com/login](http://www.XperienceMerz.com/login). During registration you will be asked to provide certain personal information, including your first and last name, email address, and birth month and year. Merz uses two-factor authentication in order to authenticate your Account, so you will also be required to enter your mobile number upon registration.

In consideration for the ability to use the Program, you agree to provide true, accurate, and complete information about yourself when registering for your Account, and to keep all such information in your Account accurate and current. If we have any reason to believe that your Account information is not true, accurate, or current, we have the right to suspend or terminate your Account and Program membership, and to void any accrued points. You agree to maintain the confidentiality of your Account and password. You are solely and exclusively responsible for all activities that occur under Account, including any breach of security. We will not be liable for any loss or damage arising from your failure to maintain the security of your Account.

5. **HOW TO EARN AND REDEEM POINTS.** To earn and redeem points under the Program:
  - a. **Register for an Account.** Per Section 4 above, first register for a Program Account at [www.XperienceMerz.com/login](http://www.XperienceMerz.com/login).
  - b. **Find a Participating Provider.** Contact a participating Xperience+ Program healthcare provider (“**Participating Provider**”). Participating Providers are listed on the Merz Aesthetics brand websites and can be identified by the *Xperience+ Program* badge next to their name.
  - c. **Tell the Participating Provider You’re a Program Member When You Schedule Your Appointment.** Inform your selected Participating Provider, at the time of scheduling your appointment, that you are a Program member and that you want to earn points for your Merz Aesthetics treatment. Note that each Participating Provider determines, at their sole discretion, which Merz Aesthetics treatments are eligible for Program points through their own practice.
  - d. **Get Your Treatment and Your Points.** After you receive your qualifying Merz Aesthetics treatment, your Participating Provider will validate through the Program site that you received the treatment. Points earned for the treatment will then be loaded to your Account and available at [www.XperienceMerz.com](http://www.XperienceMerz.com) for future redemption.
  - e. **Redeem Your Points.** Once your points are applied to your Account you may use them toward the price of your next qualifying Merz Aesthetics treatment at the time of checkout with your Participating Provider.

## 6. CERTAIN IMPORTANT CONDITIONS TO EARNING AND REDEEMING POINTS.

- a. **Program Points Offered at Each Participating Provider’s Discretion.** Each Participating Provider determines, at their sole discretion, which Merz Aesthetics treatments are eligible for Program points through their own practice
- b. **Your Responsibility for Tracking Points.** You are responsible for ensuring that you receive points for your qualifying Merz Aesthetics treatment through your Participating Provider. If you believe that Program points have been earned but not loaded to your Account, contact your Participating Provider. If your Participating Provider is unable to correct the issue, please have the Participating Provider contact us at 1-844-MERZ-HUB (1-844-637-9482) or [XperienceMerz@merz.com](mailto:XperienceMerz@merz.com). We may require a copy of a receipt or similar documentation verifying that

the qualifying Merz Aesthetics treatment was performed. Any claims for unloaded Program points must be received within sixty (60) days after the date such points are claimed to have been earned, or the treatment will no longer be eligible for points.

- c. **Cash-Pay Treatments Only.** Program points may only be earned and redeemed on cash-pay (i.e., no government or private health plan reimbursement) procedures. Under no circumstances may points be earned or redeemed on a reimbursable product or treatment, or on a product or treatment that has been provided to you at no cost.
- d. **Point Accrual Wait Times Between Merz Aesthetics Toxin Treatments.** You may earn points for qualifying Merz Aesthetics toxin treatments no more frequently than every ninety (90) days.
- e. **Additional Points Limitations.** Accrued Program points are not transferrable to, or combinable with, other Program member Accounts. Points have no cash or monetary value. Redeemed points are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, points, or other benefits. Any Program points earned will expire twelve (12) months from the date they were earned. If your account is closed due to inactivity, all Program points will be forfeited. All decisions regarding Program point balances, forfeitures, and the identity of any individual accessing an account are within our sole discretion.
- f. **Merz Right to Modify or Terminate.** We reserve the right to modify or discontinue the Program, including the point values and benefits offered, either in whole or in part, for any reason, at our sole discretion. We may, among other options, withdraw, limit, modify, or cancel any benefits which may be redeemed with Program points, increase or decrease the Program points required for any benefits, exclude certain Merz Aesthetics products and/or treatments from points eligibility, or modify the expiration date applicable to any accrued points.

7. **PERSONAL INFORMATION; MARKETING CHOICES.** When you register for an Account, you will be opted in to receive personalized emails and SMS with information and offers from Merz. (While there is no fee charged by the Program to receive SMS messages, message and data rates may apply through your mobile service provider. The SMS service is available only on certain US carriers.) You may opt out of promotional emails at any time by clicking on the “unsubscribe” link at the bottom of any email; you may opt out of SMS at any time by updating your profile preferences or texting “STOP”. If you unsubscribe you will still be able to receive transactional emails and messages related to the Program and your Account. The information that you provide in connection with the Program may be used for Merz’s business, marketing, and research purposes in accordance with our Privacy Policy. By participating in the Program, you agree that we may collect and use your personal information that you provide us in accordance with our Privacy Policy.

8. **COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL PROPERTY.** All content on the Program site, including, but not limited to, materials, trademarks, designs, text, images, information, graphics, logos, icons, the selection and arrangement of the foregoing, and other proprietary materials (the “Content”), are owned by Merz and/or its affiliates, and are protected by the intellectual property laws of the United States and other countries. All software used on the Program site (the “Software”) is the property of Merz, its affiliates, and/or their software providers, and is protected by United States and international software copyright and other laws. The Content and the Software may not be used except as expressly provided herein (i.e., participation in the Program in accordance with these Terms).

You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Program site, Content, or Software, or to engage in or use any data mining, robots, scraping or similar data gathering or extraction methods in connection with your access and/or use of the Program site, Content, or Software. If you are blocked by Merz from accessing the Program site (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Except as expressly provided herein or as required under applicable law, nothing contained herein shall be construed as conferring any license or right under any Content or Software.

All company names, product names, trademarks, logos, graphics, and service marks displayed on the Program site (collectively, “**Trademarks**”), are registered or unregistered service marks, trademarks, and/or trade dress either owned by or licensed to Merz or our affiliates, or owned by or licensed to third parties. No Trademarks may be copied, imitated, or used, in whole or in part, without the prior written authorization of Merz or the applicable third-party owner. All goodwill generated from the use of the Trademarks will inure to the exclusive benefit of the applicable Trademark owner.

Nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right, either express or implied, under any intellectual property of Merz or its affiliates or any third party.

9. **YOUR SUBMISSIONS.** If you transmit any ideas, information, concepts, or materials to us (hereinafter, collectively, “**Submissions**”), you hereby grant Merz an unrestricted, royalty-free, irrevocable, nonexclusive, perpetual, sublicensable, transferrable license to use, reproduce, display, perform, modify, transmit, adapt, edit, publish, translate, create derivative works from, combine with other works, and distribute the Submission(s) throughout the world in any medium for any purpose, without compensation, consideration, or attribution to you of any kind - even if Merz subsequently receives compensation from the use thereof. You represent and warrant that you own or otherwise control all the rights to the Submissions; that the Submissions are accurate, are non-infringing, do not otherwise violate the rights of any person or entity, and conform to all applicable laws and regulations. **For the avoidance of doubt, the term “Submissions” does not include your Personal Information (as defined in our Privacy Policy), including any information relating to your medical conditions or treatments.**
10. **THIRD-PARTY WEBSITES.** The Program site may contain links to websites that we do not operate, own, or otherwise control in any way. We are providing these links to you for your convenience. We do not review, control, or monitor the materials on any other websites. The inclusion of links to any third-party website is not, and should not be viewed, as an endorsement by Merz of such website or any content therein. Your use of third-party websites is subject to the terms and conditions of use specific to those websites, including the privacy policies of those websites. **MERZ HAS NO CONTROL OVER THE CONTENT OF THIRD-PARTY WEBSITES, ACCEPTS NO RESPONSIBILITY FOR THIRD-PARTY WEBSITES, AND HEREBY DISCLAIMS ALL LIABILITY RELATED TO THIRD-PARTY WEBSITES. IF YOU DECIDE TO ACCESS ANY THIRD-PARTY WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH THIRD-PARTY WEBSITE.**
11. **FRAUD.** Fraud or abuse relating to the accrual or redemption of Program points may, in Merz’s sole discretion, result in forfeiture of accrued Program points and/or termination of your Account. The Program is provided to individual users for their own personal use. **IT IS A VIOLATION OF THESE TERMS FOR YOU TO: (I) SHARE POINTS AND/OR OTHER INFORMATION THAT CAN BE REDEEMED FOR PROGRAM BENEFITS WITH ANY OTHER PERSON; (II) REDEEM ANOTHER MEMBER’S PROGRAM POINTS OR BENEFITS.**
12. **NO WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE PROGRAM, PROGRAM SITE, AND PROGRAM BENEFITS ARE PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MERZ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MERZ DOES NOT WARRANT THAT ACCESS AND USE OF THE PROGRAM SITE AND/OR REDEMPTION OF BENEFITS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT SITE DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT YOU WILL RECEIVE ALL PROGRAM/ACCOUNT EMAILS AND SMS. MERZ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE PROGRAM SITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT MERZ) ASSUME ALL LIABILITY ARISING FROM YOUR USE OF THE PROGRAM, PROGRAM SITE, AND PROGRAM BENEFITS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**13. WAIVER AND LIMITATION OF LIABILITY.** YOU AGREE THAT NEITHER MERZ NOR ITS AFFILIATES NOR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS OR THIRD-PARTY PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF USE)) RESULTING FROM OR IN ANY WAY RELATED TO: (I) YOUR PARTICIPATION, OR YOUR INABILITY TO PARTICIPATE (OR TO CONTINUE TO PARTICIPATE), IN THE PROGRAM; (II) YOUR ACCRUAL OR REDEMPTION OF POINTS, YOUR INABILITY TO ACCRUE OR REDEEM POINTS, OR THE FORFEITURE OR TERMINATION OF ANY POINTS OR POINT-RELATED BENEFITS UNDER THE PROGRAM; (III) FAILED, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSIONS, INCLUDING, BUT NOT LIMITED TO, DELAYED, MISDIRECTED, INCOMPLETE, INACCURATE, OR LOST REGISTRATION INFORMATION; (IV) ANY TELEPHONIC, MOBILE, OR COMPUTER PROBLEMS OR FAILURE OF NETWORKS OR SERVERS, WHETHER INADVERTENT OR CAUSED BY MALICIOUS ACTIVITY; (V) ANY OTHER CONDITIONS CAUSED BY EVENTS BEYOND OUR CONTROL; (VI) ANY TYPOGRAPHICAL ERRORS IN ANY MATERIALS ASSOCIATED WITH THE PROGRAM; (VII) ACCESS OF ANY THIRD-PARTY WEBSITES, EVEN IF LINKED TO BY MERZ – IN EVERY CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF MERZ OR ANY OF THE ABOVE-LISTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES (COLLECTIVELY, THE “**EXCLUDED DAMAGES**”). TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH MERZ IS TO DISCONTINUE YOUR PARTICIPATION IN THE PROGRAM.

IN CERTAIN JURISDICTIONS, SOME LIABILITIES CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH JURISDICTIONS, THE LIMITATION OF LIABILITY IN THESE TERMS MAY NOT APPLY TO YOU. IF MERZ CANNOT LAWFULLY DISCLAIM LIABILITY TO YOU UNDER THIS LIMITATION OF LIABILITY, MERZ WILL BE LIABLE TO YOU, IN THE AGGREGATE FOR ALL CLAIMS ARISING HEREUNDER, FOR LIQUIDATED DAMAGES NOT TO EXCEED THE GREATER OF (I) \$100.00 OR (II) THE SMALLEST AMOUNT ALLOWED BY APPLICABLE LAW (“**LIABILITY CAP**”). IN SUCH EVENT, YOU ACKNOWLEDGE AND AGREE THAT THE EXCLUDED DAMAGES FOR ALL CLAIMS ARISING HEREUNDER CANNOT BE CALCULATED WITH REASONABLE CERTAINTY. YOU FURTHER AGREE THAT THE LIABILITY CAP REPRESENTS (X) A REASONABLE APPROXIMATION OF THE EXCLUDED DAMAGES THAT YOU WILL SUFFER FOR ALL CLAIMS ARISING HEREUNDER AND THAT SUCH LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY, AND (Y) THE EXCLUSIVE REMEDY TO YOU FOR EXCLUDED DAMAGES IN CONNECTION WITH ALL CLAIMS ARISING HEREUNDER. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY EVEN IF ANY OTHER REMEDY AVAILABLE TO YOU FAILS OF ITS ESSENTIAL PURPOSE.

THE SECTIONS TITLED “NO WARRANTIES” AND “WAIVER AND LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER APPLICABLE LAW. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID OR FOR ANY REASON UNENFORCEABLE UNDER APPLICABLE LAW, THEN THESE PROVISIONS SHALL BE DEEMED SEVERABLE AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ALL PROVISIONS SHALL REMAIN ENFORCEABLE IN ANY OTHER JURISDICTION. THE INVALIDITY OF ANY SUCH PORTION OF THESE SECTIONS SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE SUCH SECTIONS.

**14. LIMITATION ON TIME TO FILE CLAIMS.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS, THE PROGRAM, OR THE PROGRAM POINTS AND POINTS-RELATED BENEFITS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

**15. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MERZ AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MERZ AGREE OTHERWISE, NO ACTION OR COURT OF LAW MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR OTHERWISE

PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. ALSO, ANY COURT OF LAW MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT EITHER PARTY MAY PURSUE A CLAIM FOR, AND ANY COURT OF LAW MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER, APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THE TERMS.

- 16. INDEMNIFICATION.** You hereby agree to indemnify, defend, and hold Merz, its affiliates, and their respective officers, directors, shareholders, employees, contractors, agents, licensors, service providers, successors and assigns from and against any claims, judgments, awards, losses, liabilities, expenses, damages, costs, fines, penalties and fees (including reasonable attorneys' and experts' fees and court costs) arising out of or in connection with: (i) your use of your Account and/or your participation in the Program in a manner other than as expressly authorized in these Terms; (ii) your provision of any Submissions; (iii) any other violation of these Terms or of any rights of a third party. If you are a California resident, you hereby explicitly waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
- 17. DISPUTES; GOVERNING LAW AND VENUE.** The Terms are governed by the internal substantive laws of the State of North Carolina, without respect to its conflict of laws principles, and the federal laws of the United States. By registering for an Account and/or participating in the Program, you agree that the only proper jurisdiction and venue for any dispute with Merz, or in any way relating to your use of your Account and/or participation in the Program, is in the state and federal courts in the State of North Carolina. You further agree and consent to the law selection and the exercise of personal jurisdiction in these courts, waiving any objections based on conflicts of law or inconvenient forum.
- 18. TERMINATION OF ACCOUNT AND FORFEITURE OF POINTS.** You agree that Merz may, in its sole discretion, terminate your Account and/or void any or all of your Program points without prior notice or any liability to you, for any reason or no reason at all, including, without limitation, if Merz believes that you have violated or acted inconsistently with the letter or spirit of the Terms. Merz may also, at any time and in its sole discretion, modify or discontinue the Program, including the points that may be earned for any or all eligible Merz Aesthetics treatment(s), with or without notice. Any such termination will not waive or affect any other right or relief to which Merz may be entitled at law or in equity, including injunctive relief in the form of specific performance to enforce the Terms.
- 19. SEVERABILITY.** If any provision of these Terms is determined to be illegal or unenforceable by any court of law in any jurisdiction, it shall, to the extent possible, be modified in such a manner as to be valid, legal, and enforceable, but so as to most nearly retain the original intent of such provision. If no such modification is possible, such provision shall be severed from the Terms, and in either case: (i) the validity, legality, and enforceability of the remaining provisions of the Terms shall not in any way be affected or impaired thereby; (ii) all provisions as originally written shall remain valid, legal, and enforceable in any other jurisdiction.
- 20. NO WAIVER; ENTIRE AGREEMENT; CONFLICTS.** Failure of Merz to act on or enforce any provision of the Terms shall not be construed as a waiver of that provision or any other provision in the Terms. No waiver shall be effective against Merz unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Merz and you, these Terms (inclusive of the documents incorporated by reference in the definition of "Terms", as set forth at the top of this page) constitute the entire agreement between you and Merz with respect to the subject matter, and supersede all previous or contemporaneous agreements, whether written or oral, between you and Merz with respect to the subject matter. Without limiting the foregoing, these Terms supersede all previous Merz Aesthetics loyalty program terms and conditions. FOR THE AVOIDANCE OF DOUBT, THESE TERMS WILL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH MERZ THAT EXPRESSLY REPLACES THESE TERMS. In the event of any conflict between any Program details contained in these Terms and any details set forth in any other materials

(including, but not limited to, point of sale, print advertising, promotional packaging, and other promotional media and/or materials), the details of the Program as set forth in these Terms shall prevail.

21. **COMMUNICATING WITH US.** The Program is operated by Merz North America, Inc., 6501 Six Forks Road, Raleigh, North Carolina 27615. All feedback, comments, requests for technical support, notices of copyright infringement, and other communications relating to the Program should be directed to 1-844-MERZ-HUB (1-844-637-9482) or [XperienceMerz@merz.com](mailto:XperienceMerz@merz.com).