

MERZ AESTHETICS CANADA - WEBSITE TERMS OF USE

Your Acceptance of these Terms of Use

Please read these terms of use carefully before using this website as they represent a binding agreement (the “**Agreement**”) between each user of our website (“**you**” or “**your**”) and Merz Aesthetics Canada, Ltd. (referred to as “**Merz**”, “**we**”, “**us**” or “**our**”).

By accessing and using the website, you accept and agree to be bound by and comply with these terms of use and acknowledge our privacy statement available at <https://www.merzaesthetics.ca/privacy-policy/> (“Privacy Statement**”). If you do not agree to these terms of use, then you must not access or use our website.**

You agree that these terms of use, and any related information, communications and agreements between you and us, may be communicated, made available and entered into electronically.

These terms of use were last updated on the “Updated” date indicated above. We may, at our sole discretion, modify these terms of use at any time. Such modifications shall become effective immediately upon posting and apply to all access to and continued use of the website. You agree to review these terms of use on a regular basis to keep yourself apprised of any changes.

Eligibility to Use the Website

By accessing and using the website, you hereby represent and warrant that you are of the legal age of majority in your jurisdiction.

Use of Our Website

The website is only intended for access and use in Canada. If you access our website from outside of Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

You may access our website only for your own personal or internal business use, and in compliance with all applicable laws. Use of our website beyond the scope of authorized access granted to you by these terms of use immediately terminates this authorization.

Access and use of our website may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. The information and material on our website may be changed or withdrawn at any time at our sole discretion without notice. We will not be liable if, for any reason, all or any part of the website is restricted to users or unavailable at any time or for any period, and for any delays, delivery failures, or other damage resulting from such problems.

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Notwithstanding anything else contained herein, we reserve the right to refuse to provide access to our website to anyone at any time for any reason, without any notice or liability.

Trademark and Copyright Information

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Your Privacy

Our Privacy Statement summarizes our privacy practices and policies and is accessible at <https://www.merzaesthetics.ca/privacy-policy/>

The safety and security of your information also depend on you. You are responsible for obtaining your own access to the website. You shall ensure that all persons who access the website through your internet connection are aware of these terms of use and comply with them.

Your Conduct

In your dealings with us, including to the extent that our website permits you to email or otherwise make available content (including to Merz and its personnel), you agree not to email or otherwise make available content that:

- (a) is unlawful;
- (b) includes personal or identifying information about another person without that person’s explicit consent;
- (c) impersonates any person or entity, including, but not limited to, a Merz employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- (d) infringes any patent, trademark, trade secret, copyright or other proprietary right of any person, or content that you do not have a right or permission to make available;
- (e) is harmful, threatening, abusive, harassing, defamatory, pornographic;
- (f) harasses, degrades, intimidates or is hateful toward an individual or a group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- (g) constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or websites;
- (h) contains software viruses or any other computer code, files or programs designed to interrupt, destroy, harm or limit the functionality of any computer software or hardware or telecommunications equipment or any data;
- (i) disrupts the normal use of our website or that otherwise negatively affects other users’ ability to use our website; or
- (j) employs misleading or manipulated identifiers in order to disguise the origin of content.

You will be solely responsible and liable for any and all loss, damage, and additional costs that may be incurred by you, Merz or any other person as a result of your submission of any information on or through our website.

Merz reserves the right to refuse to post or to remove any content, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of these terms of use.

Disclaimer Regarding Third-Party Content and Third-Party Website

Our website may offer access to third party websites and content available over the Internet. Merz exercises no control over such third-party websites and content. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the terms of use and privacy policies posted at these third-party websites. Inclusion of a link to third party content does not imply endorsement by Merz. You further agree that Merz shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third-party websites or content.

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The information on this website is provided for general informational purposes only and is not intended or recommended as a substitute for professional medical advice. We do not represent that the information provided here is applicable to your particular medical condition and do not intend the website to be used for the purpose of medical treatment. Always seek the advice of your physician or other qualified health care provider regarding any medical condition or treatment.

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NEAREST EMERGENCY DEPARTMENT IN YOUR AREA. Never disregard medical advice or delay in seeking it because of something you have read on the website. Only a physician or other qualified healthcare provider who has had an opportunity to interact with a patient in person, with access to the patient's records and the opportunity to conduct appropriate evaluations and follow-up can provide recommendations for treatment.

Merz and its Representatives, shall not be liable for any (i) direct damages in excess of CAD \$100; or (ii) special, indirect, incidental, or consequential damages, or for lost revenues or lost profits, which may result from the use of the Content or our website. Merz makes no commitment to update the information contained herein.

Indemnity

You agree to indemnify and hold Merz and its Representatives harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of your use of our website or the content, your violation of these terms of use, your breach of any of the representations and warranties herein, your violation of any laws, rules, regulations and order of any governmental authorities, or your violation of any rights of another person.

Independent Relationship

Nothing in these terms of use shall be construed as forming a partnership or joint venture between Merz and you. Neither party to these terms of use will have the authority to bind the other by contract or otherwise, or make any representations on behalf of the other. You acknowledge that Merz is acting independently from you, and that Merz will not be deemed, under any circumstances, to be your employee or agent for any purpose.

General Matters

These terms of use constitute the entire agreement between you and Merz regarding your use of our website, superseding any prior agreements between you and Merz. These terms of use and the relationship between you and Merz shall be governed by the laws of the Province of Ontario (and the federal laws of Canada applicable therein) without regard to its conflict of law provisions. You and Merz agree to submit to the non-exclusive jurisdiction of the courts located in Toronto, Ontario.

The failure of Merz to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision.

If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, the other provisions of these terms of use remain in full force and effect.

You may not assign any of your rights and obligations under this Agreement; Merz may assign any of its rights or obligations under this Agreement at any time without notice to you. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.