

## TERMS OF USE

Effective date: March 31, 2023

These Terms of Use are a legal agreement between you (“you” and “your”) and **Hugel America, Inc.**, a Delaware corporation, d/b/a Hugel Aesthetics, with its principal place of business at 1200 Newport Center Drive, Suite 200, Newport Beach, CA 92660, on behalf of itself and its subsidiaries and affiliates (“Hugel,” “us,” “our” and “we”).

**PLEASE READ THESE WEBSITE TERMS OF USE (“Terms of Use”) CAREFULLY. BY USING THIS WEBSITE, <https://hugel-aesthetics.com> (“Site”), YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS THIS WEBSITE.**

We recommend that you print off a copy of these Terms of Use for your records, as well as any future versions of them, as we may update them from time to time. You can download a printable copy of these Terms of Use [here].

### **IMPORTANT NOTE**

Please read carefully the sections titled “EXCLUSIONS AND LIMITATIONS OF LIABILITY”, “INDEMNIFICATION”, AND “DISCLAIMERS”.

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use our Site.

### **1. OUR DETAILS**

Hugel America, Inc. operates the Site.

Hugel America, Inc. is a Delaware corporation.

Our address is 1200 Newport Center Drive, Suite 200, Newport Beach, CA 92660.

Our contact email address is [info@hugel-aesthetics.com](mailto:info@hugel-aesthetics.com).

### **2. YOUR RESPONSIBILITY FOR OTHERS WHO ACCESS OUR WEBSITE USING YOUR DEVICE**

You must ensure that any persons who access our Site on your computer(s) or device(s), or who are permitted or able to access our Site on your computer(s) or device(s) are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our Site, and you must not permit them to do so.

### **3. OTHER DOCUMENTS GOVERNING YOUR USE OF OUR WEBSITE**

We provide this Site to you subject to these Terms of Use as well as:

- Our **Privacy Policy**, which is available at [LINK]. You acknowledge that all information you provide through this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties,

in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

#### **4. CHANGES TO THESE TERMS OF USE**

We reserve the right to update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access and use of the Site thereafter.

If you use the Site after we post a revised version of these Terms of Use, your use will be governed by the revised Terms of Use. You can find out whether these Terms of Use have been revised since your last visit to this Site by looking at the Effective date at the top of these terms.

You must check these Terms of Use each time you access our Site in order to ensure that you are aware of the terms that apply to you at that time.

#### **5. OWNERSHIP OF MATERIAL ON OUR WEBSITE**

All trademarks, service marks, trade names, logos, copyright and other intellectual property rights in our Site and its contents, features, and functionality are either owned by us or licensed to us. All such rights are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property and proprietary rights law intellectual property laws, and all rights are reserved. Any use of the Site and its contents, other than as specifically authorized herein, is strictly prohibited. Any rights not expressly granted herein are reserved by us.

The trademarks, service marks, trade names, logos and other branding owned by third parties and used or displayed on or via our Site (collectively, "Third Party Mark(s)") may be trademarks of their respective owners, who may or may not endorse or be affiliated with or connected with us. Except as expressly provided in these Terms of Use, or in terms provided by the owner of a Third Party Mark, nothing in these Terms of Use or on or via the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our or any Third Party Marks that are used or displayed on the Site, without the respective owner's prior written permission, in each instance. All goodwill generated from the use of our trademarks will benefit us exclusively.

#### **6. RELIANCE ON INFORMATION AND CONTENT**

Our Site is made available to you in order to provide you with general information about us, our business, and any products or services that we offer from time to time. We do not warrant the accuracy, completeness, or usefulness of this information. This Site may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The content on our Site is not intended to be construed as advice. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

## **7. CONTENT ON OUR WEBSITE**

The content on our Site is provided for your personal, private and non-commercial use only. You may print or share the content from our Site for lawful personal, private and non-commercial purposes. You may not otherwise extract, reproduce, modify, create derivative works of, publicly display, publicly perform, republish, download, store, transmit or distribute the content of our Site without our prior written consent, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

## **8. YOUR CONTRIBUTIONS**

The Site may contain message boards, profiles, forums, product review pages, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit content, information, graphics, text, images, photos, images and other materials ("Contributions") to other users or other persons. You are solely responsible for all Contributions that are uploaded, imported, template, posted, emailed, transmitted, shared, or otherwise disseminated by you using, or in connection with these Interactive Services. Contributions must comply with the Contribution Standards (below). Hugel does not claim ownership of Contributions. Hugel is under no obligation to enable the transmission of Contributions through the Interactive Services and may, in its discretion, edit, block, refuse to post, or remove Contributions at any time. You acknowledge that Hugel has no responsibility for the deletion or failure to store any of Contributions and Hugel is not responsible or liable to any third party for Contributions or accuracy or any of Contributions by you or any other user.

You grant to Hugel, its affiliates, and their service providers, licensors, suppliers and distributors, a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, irrevocable license under all of your intellectual property and proprietary rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, and translate Contributions (and derivative works thereof) in connection with the operation of the Site, Hugel's business and to improve Hugel's products and services, including for marketing purposes.

You represent and warrant that you have and will maintain all rights necessary to grant the rights in this Section 8 and that Contributions do not infringe the rights of Hugel or any third party or violate any agreement with or policy of Hugel or any applicable law. If Hugel suspects violations of the foregoing, Hugel may institute legal action and cooperate with law enforcement authorities in bringing legal proceedings against violators. YOU WAIVE AND HOLD HARMLESS HUGEL AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## **9. CONTRIBUTION STANDARDS**

These contribution standards apply to any and all Contributions and use of Interactive Services. Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [LINK].
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## **10. PROHIBITED USES OF OUR WEBSITE**

You must not, without our prior written consent, access, interfere with, damage or disrupt in any way our Site or any part of it, our systems, any of our hardware or equipment or any networks on which our Site is hosted, any software that we use to create or modify the Site or to make the Site available to you, or any hardware, equipment, network, server, software or technology owned or operated by us or any third party.

You must use our Site for lawful purposes only and in accordance with these Terms of Use. You must not use our Site:

- for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
- for any fraudulent purposes whatsoever;
- to conduct any unsolicited or unauthorized advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorized by us;
- to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the Site, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
- to communicate with, exploit, harm or attempt to harm minors in any way;
- to engage in any other conduct that restricts or inhibits anyone's use of enjoyment of the Site, or which, as determined by us, may harm us or users of the Site, or expose them to liability; or
- in any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.

Additionally, you agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- use any device, software, or routine that interferes with the proper working of the Site.
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Site.

## **11. GEOGRAPHIC RESTRICTIONS**

The Site is provided for users in the United States. Although it may be possible to access the Site from other countries, we make no representation that our Site is compliant with any legal requirements in force in any jurisdiction other than the United States, or that the content available on the Site will be appropriate for users in other countries or states. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## **12. LINKS TO OTHER WEBSITES**

Links to third party content or websites may appear on our Site from time to time. If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We are not responsible for the content of any websites accessible via any link(s) on our Site ("Linked Sites"). We do not endorse or sponsor any Linked Sites or the information, products, or services contained on any Linked Sites. Linked Sites are governed by their own terms of use and privacy policies. You may need to use or obtain additional products or services in order to use the Linked Sites, such as a mobile device, internet access, and a data connection. You must obtain or use these products or services separately and pay all associated charges (including for internet access or other data transmission). All content on Linked Sites is outside of our control, and we do not represent or warrant that such content is related to us or our Site, suitable or appropriate for use or viewing, lawful or accurate.

### **13. TEXT MESSAGING**

By providing us with your cell phone number, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of us at the phone number provided. You further agree to receiving autodialed and pre-recorded text messages from or on behalf of us at the number provided for marketing or promotional purposes.

Message and data rates may apply. The frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an "as is" basis and may not be available in all areas at all times. If you do not wish to continue receiving text message, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from us in order to opt out. You may receive an additional mobile message confirming your decision to opt out.

BY AGREEING TO RECEIVE TEXT MESSAGES, YOU UNDERSTAND AND AGREE THAT WE MAY USE AN AUTOMATIC DIALING SYSTEM TO DELIVER TEXT MESSAGES TO YOU AND THAT YOUR CONSENT TO RECEIVE TEXT MESSAGES IS NOT REQUIRED AS A CONDITION OF PURCHASE FOR ANY GOODS OR SERVICES.

### **14. PROMOTIONS**

From time to time, we may offer you the opportunity to participate in challenges or other promotions (collectively, "Promotions"). You may not transfer, assign, sell, trade or barter any prize, premium or other benefit you receive through a Promotion. ANY PRIZE, PREMIUM OR OTHER BENEFIT IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM HUGEL, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We reserve the right to modify, terminate or suspend the availability of Promotions and to correct errors or inconsistencies in Promotion-related materials. We may disqualify any individual who tampers with any Promotion. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to be bound by our decisions, which are final and binding in all matters relating to Promotions. Promotions are subject to all applicable federal, state and local laws, rules and regulations. Promotions are void where that they are prohibited, restricted or taxed.

BY PARTICIPATING IN A PROMOTION, YOU AGREE TO RELEASE HUGEL, ITS AFFILIATES AND ITS AGENTS FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY OR THE RECEIPT, USE OR MISUSE OF ANY PRIZE OR PREMIUM THAT YOU MAY RECEIVE

## **15. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

SUBJECT TO THE FOREGOING, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:

- YOUR USE OF OUR WEBSITE, INCLUDING CONTRIBUTIONS;
- ANY CORRUPTION OR LOSS OF DATA;
- ANY INABILITY TO ACCESS OUR WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF OUR WEBSITE (FOR ANY REASON WHATSOEVER);
- ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON OUR WEBSITE, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
- ANY LOSS OF SAVINGS, PROFITS, SALES, BUSINESS OR REVENUE;
- ANY LOSS OF REPUTATION OR GOODWILL;
- ANY LOSS OF SAVINGS;
- ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
- ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

WE SHALL NOT BE LIABLE FOR ANY DAMAGE THAT YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE TO APPLY AN UPDATE OFFERED TO YOU FREE OF CHARGE OR FOR DAMAGE THAT WAS CAUSED BY YOU FAILING TO CORRECTLY FOLLOW INSTALLATION INSTRUCTIONS OR TO HAVE IN PLACE THE MINIMUM SYSTEM REQUIREMENTS ADVISED BY US.

You specifically agree that we shall not be liable for any content or the defamatory, offensive or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

YOU AGREE THAT IN THE EVENT THAT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES ARISING OUT OF, OR IN CONNECTION WITH, OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEBSITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY US.

To the extent that any of the provisions of this Section 15 are unenforceable as outright exclusions of liability, they shall be construed as limitations on liability, limiting our liability to you to the maximum extent permitted by law.

## **16. INDEMNIFICATION**

You (and also any third party for or on behalf of whom you perform activity on the Site) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable legal and attorneys' fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Site or those conducted on your behalf):

- your uploads, access to or use of the Site, including but not limited to Contributions;
- your breach or alleged breach of these Terms of Use;
- your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- any misrepresentation made by you.

You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

## **17. DISCLAIMERS**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

- THE SERVICE;
- THE WEBSITE CONTENT;
- USER CONTENT; OR
- SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO THE WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,



NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES THE WEBSITE AVAILABLE WILL BE PROVIDED ON A TIMELY, RELIABLE OR SECURE BASIS, OR IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE CONTENT (INCLUDING ANY INSTRUCTIONS) ON THE WEBSITE IS ACCURATE, COMPLETE OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT YOUR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

BY ACCESSING OR USING THE WEBSITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

WE DO NOT ENDORSE CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ACTION OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT.

#### **18. AGE RESTRICTIONS ON USE OF OUR WEBSITE**

By using this site, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow any of your minor dependents to use this Site. Hugel and the Site do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Site or to submit any personally identifiable information to the Site. If you provide information to us through the Site, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Site, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms of Use on your behalf; you may not submit any personal information. If you are a parent or guardian and believe we may have inadvertently collected personal information from your child, please notify Hugel immediately by sending an email to [info@hugel-aesthetics.com](mailto:info@hugel-aesthetics.com).

#### **19. SUSPENSION AND TERMINATION**

We reserve the right to suspend or terminate access to or withdraw or modify all or part of the Site for any reason without notice, including for business or operational reasons, such as improving the appearance or functionality of the Site, content updates, periodic maintenance, or to resolve any issues that we become aware of.

Termination will not limit any of our other rights or remedies. The sections titled Ownership of Material on our Site, Indemnification, Exclusions and Limitations of Liability, Disclaimers, Governing Law, and General and any other provision that is intended to survive termination shall survive termination of these Terms of Use or your access to the Site.

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS HUGEL AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

## **20. DMCA COPYRIGHT NOTICE AND TAKEDOWN PROCEDURE**

It is Hugel's policy to respond to claims of copyright infringement. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), notifications of claimed copyright infringement by third parties should be sent to Hugel's Copyright Agent. If you believe that any Contributions violate your copyrighted work in a way that constitutes copyright infringement, please notify our Copyright Agent in writing with the following information (to be effective, the notification must be in writing and provided to our Copyright Agent):

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to Hugel's Agent that includes the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and, if available, email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please be advised that you may be held liable for damages based on certain material misrepresentations contained in a DMCA infringement notice.

Hugel's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

by email: [info@hugel-aesthetics.com](mailto:info@hugel-aesthetics.com).

by mail: Hugel Copyright Agent c/o Legal Department, 1200 Newport Center Drive, Suite 200, Newport Beach, CA 92660

by phone: +1 (888) 674-5355

## **21. NOTICES**

We may give you all required notices (including legal process) by any lawful method, including by posting notices on the Site or by sending it to any email address that you provide to us. You agree to send us notices by email to [info@hugel-aesthetics.com](mailto:info@hugel-aesthetics.com) or by mailing them to the following address:

Hugel America, Inc.  
1200 Newport Center Drive, Suite 200  
Newport Beach, CA 92660

## **22. GOVERNING LAW AND JURISDICTION**

These Terms of Use, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with United States law in the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

The state and federal court sitting in and for Orange County, California shall have exclusive jurisdiction over any claims or disputes arising from or in relation to these Terms of Use.

## **23. NOTICE TO CALIFORNIA RESIDENTS**

BY USING THE WEBSITE, YOU WAIVE YOUR RIGHTS WITH RESPECT TO 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 the Site is at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Site is:

<b>Provider:</b>	Hugel America, Inc.
<b>Phone:</b>	+1 (888) 674-5355
<b>E-mail:</b>	info@hugel-aesthetics.com
<b>Postal Address:</b>	Hugel America, Inc., 1200 Newport Center Drive, Suite 200, Newport Beach, CA 92660

If the Site is deemed as electronic commercial service, you may file a complaint regarding the Site or to receive further information regarding use of the Site by sending a letter to the attention of "Legal Department" at the above address.

## **24. GENERAL**

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect. You and Hugel intend that the provisions of these Terms of Use be enforced to the fullest extent permitted by applicable law. Accordingly, you and Hugel agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." Hugel may assign these Terms of Use, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, to the Site, or under these Terms of Use. These Terms of Use (including any incorporated terms or policies) constitute the entire agreement

between you and Hugel with respect to the Site. Both you and Hugel warrant to each other that, in entering these Terms of Use, neither Hugel nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms of Use. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Hugel, or Hugel's successors and permitted assigns, will have any right to enforce any of these Terms of Use.