

Merz Aesthetics Hong Kong Limited Terms of Use

Effective 13 November 2020

Welcome to the Merz* website where you can experience better. Merz is a specialty healthcare company that focuses on aesthetics and neurosciences. Merz offers online resources, such as this website (“Site”), to provide you general information about our products and services. We provide these Terms of Use and our Privacy Policy to outline our relationship with you (our Privacy Policy located at, www.myserendipityjourney.com, is a part of these Terms of Use). By using the Site, you agree to accept and abide by these Terms of Use and agree to the terms of the Merz Privacy Policy at the [website](#).

These Terms of Use are a contract between you and Merz. This contract governs your use of the Site and any and all pages, options, and services on the Site. Please read and review these Terms of Use carefully. By accessing, browsing, or using (“Interacting”) the Site, you indicate that you are at least 18 years of age, are a resident within Asia Pacific, and have read and expressly agree to accept and abide by the conditions in these Terms of Use. Further, you acknowledge that we may change these Terms of Use at any time without notice. You should review these Terms of Use each time you visit the Site.

Any use of the Site in a manner inconsistent with these Terms of Use is unauthorized and may subject YOU to civil or criminal penalties. If you violate these Terms of Use, Merz retains the right to remove any content that you post, and suspend or terminate any account you have created. If you do not agree to accept and abide by these Terms of Use, please exit the Site.

*As referred to in this Policy “Merz” means Merz Hong Kong Limited and its related entities in Asia Pacific.

- 1. Individuals 18 and older.** You must be 18 or over years old to use this Site.
- 2. Unauthorized users.** If you have been previously suspended or removed from the Site you should exit the Site.
- 3. User Responsibility & Non-confidential information.** Except where our Privacy Policy

at www.myserendipityjourney.com, states otherwise, Merz treats any information that you submit, upload, post, e-mail, or otherwise transmit (“Transmit”) through or post to the Site as non-confidential. By using the Site, you agree that Merz may use any transmitted information in accordance with our Privacy Policy at www.myserendipityjourney.com, for any legal purpose, and without compensation to anyone.

4. **Interacting with online third-parties.** For your convenience, the Site may include links or references to third party Web sites or services (“Reference Sites”). Merz does not endorse any information, materials, products, or services (“Reference Site Content”) contained on or accessible through Reference Sites. Merz is not responsible for: the content on Reference Sites, your use of Reference Sites, or the Privacy Policies of Reference Sites. You acknowledge and agree that Merz shall not be responsible or liable, directly or indirectly, for any damage or loss allegedly or actually caused by or in connection with use of or reliance on any Reference Site Content. Your access to and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk. Merz makes no express, statutory, or implied warranties with respect to Reference Sites.
5. **Personal Information that you make publicly available.** If you choose to make any personal or other information publicly available, you do so at your own risk understanding that Merz bears no responsibility and no liability for your data or their use. In addition, we have no control over, and shall have no liability for any damages by any third-party resulting from any use, including, without limitation, republication, or misuse of, information that you made public through the Site.
6. **Prohibited Conduct.** You agree that you will not, and will not permit anyone else to, directly or indirectly:
 - a. use the Site in any unlawful manner;
 - b. use the Site to Transmit data, information, or other materials (“User Content”) that is unlawful or objectionable, including any material which is tortious, defamatory, libelous, slanderous, harassing, harmful, threatening, abusive, hateful, invasive of another’s privacy, vulgar, obscene, pornographic, profane, vulgar, offensive,

- lewd, scandalous, offensive, or racially or ethnically hostile;
- c. use the Site to harm minors in any way, or to stalk, threaten, or otherwise violate the rights of others, including, without limitation, others' privacy rights, or rights of publicity, or to harvest or collect personal information, including e-mail and IP addresses, about any user of the Site;
 - d. transmit any User Content that: (i) you do not have the right to transmit under any law or contractual or fiduciary relationships, including without limitation, any inside information or proprietary or confidential information; (ii) misappropriates any trade secret, violates the right of privacy of any party, infringes any patent, copyright, trademark, or other intellectual property right; (iii) constitutes unsolicited or unauthorized advertising or promotional materials, including, but not limited to "spam", "chain letters", or pyramid schemes; or (iv) contains any software routine, code, instruction, or virus that is designed to disable, delete, modify, damage, or erase software, hardware, or data;
 - e. forge headers or otherwise manipulate identifiers in order to disguise any User Content displayed on or transmitted through the Site;
 - f. interfere with the Site, servers, or networks used in connection with the Site;
 - g. interfere with the ability of others to access or use the Site;
 - h. download, reproduce, duplicate, sell, resell, sub-license, distribute, publish or exploit for any commercial purposes any portion of the Site, any and all content, text, videos, graphics, images, design, compilation, look and feel, information, computer code (including source code or object code), products, software, services, and all other elements of the Site ("Site Content") without Merz's prior explicit permission, or any User Content contained on or transmitted through the Site without Merz's prior explicit permission;

- i. use the Site in a way that is unfair, unlawful, or constitutes a deceptive business practice;
- j. use any robot, spider, or other automatic device to monitor or copy portions of the Site or the Site Content without Merz's prior written permission;
- k. include in any third-party website any hypertext link to any page or location within the Site without Merz's prior written permission;
- l. mirror or display the Site, Site Content, or any portion thereof in frames without Merz's prior written permission;
- m. impersonate any person or entity, falsely claim an affiliation with any person or entity, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Site, or perform any other similar fraudulent activity, or express or imply that we endorse you, any image you produce, or any statement you make;
- n. remove or alter proprietary notices, labels, copyright or other proprietary rights on or in the Site or Site Content;
- o. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or structure, sequence and organization of the Site or any part thereof, except, and only to the extent, that such activity is expressly permitted by applicable law notwithstanding this limitation; or
- p. otherwise use the Site in violation of any law, regulation, fiduciary relationship, or contract.

- **Legal requirements.**

Merz may disclose personal information and any Site Content where we are legally compelled to do so or have a good faith belief that disclosure is necessary to comply with any valid judicial or administrative process.

- **Legal rights.**

Merz reserves all rights not expressly granted in these Terms of Use. Merz may assign its ownership, control, or other rights to any party at any time without notice. Merz's failure to enforce any right or provision of these Terms of Use is not a waiver of such right or provision. If any provision of these Terms of Use is deemed unlawful, void, or unenforceable, then it shall be severed and deemed modified to the minimum extent necessary to make the condition valid or enforceable in that jurisdiction and shall not affect the

validity and enforceability of the remaining conditions in these Terms of Use. Any modification, invalidity, or unenforceability is strictly limited both to the provision and to the jurisdiction. These Terms of Use shall be interpreted to achieve the intent expressed in these Terms of Use to the greatest extent possible in the jurisdiction in question. Nothing in these Terms of Use provides any third party with any remedy, claim, or cause of action. Through the Site, you may provide Merz with your or another person's personal information. We do not knowingly collect or use personally identifiable information from children under the age of 18 (or the age of "child" as defined in local legislation) without first obtaining verifiable consent from a parent or legal guardian. Please refer to our Privacy Policy at the [website](#). or information on how we collect, use, disclose, and protect personal information collected on the Site.

- **No Medical Advice.**

Merz does not provide medical advice. If you are experiencing a medical emergency or need immediate assistance, please call your doctor or your local emergency number. The Site may contain information regarding some medical conditions and available treatments; such information is for educational purposes only. Any use of the Site or any of its services does not create a doctor-patient relationship. Before acting on any Site Content you agree that you will consult a qualified health care professional, to determine if you suffer from a specific condition and if treatment is right for you. If you are a health care professional, you agree that you will not substitute information on the Site for your own medical judgment.

- **Expert Advice or Opinion.**

The Site may contain or link to content identified as expert opinion or advice. This content reflects the opinion of the expert and does not necessarily reflect the opinion of Merz.

- **Content specific to certain individuals.**

Some portions of the Site provide information for specific audiences. The Site tailors information that you receive based on the way that you identify yourself as you enter the Site. We do not guarantee that the information that you receive will reflect your needs or be relevant to you.

- **Pricing, Availability, and Features.**

Price and availability of products and services on the Site, and other features of the Site are subject to change without notice.

- **Doctor information.**

The Site may provide information regarding health care providers ("HCPs") in your area. Merz provides this information for your convenience, the listing does not suggest or imply an endorsement, sponsorship or affiliation between Merz and the HCPs listed on the site. Further, some HCPs may have "badges" describing them as "premier" or "hands certified injector"; this

does not demonstrate the HCP's medical skills or suggest or imply any kind of endorsement by Merz of that HCP. For clarity, these "badges" relate solely to the trainings that the HCP attended, a program in which the HCP participates, or HCP's total volume of Merz products purchased. Merz does not guarantee the accuracy of Site Content, including, but not limited to, the services offered, HCP credentials and badges, HCP names, relative distance to the office, or office contact.

- **Intellectual Property**

The Site is owned and operated by Merz. The Site and all Site Content are protected under copyright, trade dress, trademark, and patent laws, international conventions, trade secret and all other relevant intellectual property and proprietary rights, and applicable laws and regulations. All Site Content is the property of Merz Hong Kong Limited and its related entities and/or third-party licensors. Except as expressly set forth in these Terms of Use, nothing in these Terms of Use, nor your use or transmission of the Site Content, shall grant you any authority in or right to any patents, copyrights, trade dress, trademarks, word marks, logos, or service marks owned or controlled by Merz Hong Kong Limited and its related entities and/or any third parties. Merz uses third-party trademarks, trade dress, word marks, service marks, and logos appearing in the Site only to identify and describe the products and services of their respective owners. Merz neither claims nor implies ownership in, affiliation with, sponsorship in, nor endorsement of any third-party marks or the owner of the mark.

- **User-Generated Content.**

You acknowledge that Merz acts as a passive conduit when providing you with the ability to view and distribute User Content on the Site, and is not undertaking any obligation or liability relating to any user-generated messages or activities on the Site. Merz encourages your participation on the Site, but maintains no responsibility for reviewing User Content or for the substance of user-generated content. Still, Merz reserves the right to block or remove messages that it determines, in its sole discretion, to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) unlawful, or in violation of copyright, trademark, or other intellectual property rights of Merz or another, (d) offensive, or otherwise unacceptable, or (e) in violation of these Terms of Use. Except for information protected in our Privacy Policy at www.myserendipityjourney.com, when you Transmit information to Merz you grant us an absolute and continuous authority to use the information for any legal purpose and without compensation to anyone.

- **Registration and Account Security**

1. **Registered Users.**

Each registration covers only a single user. By using the Site and any services available on the Site, you agree to provide accurate, current and complete information about yourself or your company

as requested on the Site registration form and to maintain and promptly update the information (including, in particular, your e-mail address) from time to time as necessary to keep the information true, accurate, current, and complete. If you provide information that is untrue, inaccurate, not current, or incomplete, or if you violate these Terms of Use, Merz may suspend or terminate your account and refuse any and all current or future use of the Site and any services provided through the Site.

2. **Authority to Register.**

By creating an account, you accept these Terms of Use and represent and warrant that you are 18 years of age or older. If you have created an account and accepted these Terms of Use on behalf of any business (such as a corporation, partnership, limited liability company or other organization) or other entity, you represent and warrant that you have legal authority to do so.

3. **Account Security.**

After you register on the Site, you may receive a password for your use of the Site and any services offered on the Site. For account security, you are responsible for keeping your password confidential as you bear responsibility for all uses of your password and account. To log out of your account, please close the browser window at the end of each use. If you become aware of any unauthorized use of your password or account, please immediately notify Merz at info@p5.iconceptdigital.com. Merz cannot and will not be liable for any loss or damage arising from your failure to comply with reasonable account security safeguards.

- **No Guarantee or Warranties**

Merz employed reasonable efforts to ensure that information on the Site is accurate, complete, and current, however, Merz does not guarantee and bears no responsibility for the accuracy, currentness, completeness, reliability, usefulness, or decency of the site or any site content. If erroneous or otherwise inaccurate information is brought to our attention, a reasonable effort will be made to correct or delete it. Please report such problems to info@p5.iconceptdigital.com. We provide the site to you on an “as is,” “as available” basis without any express, statutory, or implied warranties. Merz disclaims any and all representations or warranties of any kind, except to the extent that they may not be excluded by law, including, but not limited, to any implied warranties of merchantability, fitness for a particular purpose, and noninfringement of third party rights. Merz makes no warranty regarding the quality, safety, functionality, or legality of the site or any site content; and Merz does not warrant that your use of the site will meet your requirements or expectations.

- **Limitation of Liability and Damages**

Merz disclaims liability, for indirect, special, incidental, punitive, exemplary

or consequential damages including, but not limited to, loss of data or other intangibles, income or profit, damages for personal injury, loss of or damage to property, or claims of third-parties regardless of the alleged cause or theory of liability, even if Merz has been advised of the possibility of such damages resulting from loss related to the use of or inability to use the site or any site content. Furthermore, Merz shall not be liable for any type of damages to your property or loss of data that result from the download or use of the site or any site content, including without limitation, lost profits, business interruption, and loss of programs or electronic data. You specifically agree that Merz is not responsible or liable to you or anyone else for unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable conduct or speech made on or through the site by any other party, or for any infringement or violation of your rights on or through the site by any other party, including, but not limited to, intellectual property rights, rights of publicity, or rights of privacy. In no event will Merz's total liability to you, for damages, losses, and causes of actions arising out of or relating to these terms of use or your use of the site, exceed HK\$100.

You expressly agree that you use the site at your own risk. Furthermore, you assume total responsibility and risk for your use of the site. Any site content downloaded or otherwise obtained through your use of the site is at your own risk, and you will be solely responsible for any damage done to your computer or loss of data that result from such activity. If you live in a jurisdiction where laws prevent you from taking full responsibility and risk for your use of the site (in accordance with these terms of use) Merz's liability is limited to the greatest extent except as prohibited by the laws of your jurisdiction.

- **Indemnification**

Merz reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Merz. You agree to cooperate with Merz's defense of these claims. Merz will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. You agree to indemnify, save, and hold Merz, its clients, agents, service providers, licensors, and partners, and their respective officers, employees, agents, successors and assigns harmless, to the fullest extent except as prohibited in law or equity, from and against any and all claims, losses, damages, actions, liabilities, costs and expenses including reasonable legal fees and expenses through final appeals, arising out of your use or misuse of the Site, any violation by you of these Terms of Use, any breach of the representations, warranties, and covenants made by you in connection with your use of the Site, any User Content that you Transmit via the Site, or any other act or omission by you, including your violation of any right or any rights of another, arising from your use of the Site.

- **Service of Notice and Procedure for making claims of copyright infringement.**

We expect users of the Site to respect each other's rights. Please report any violations of these Terms of Use to us at: info@p5.iconceptdigital.com. All notices, demands, or consents given by you to Merz under these Terms of Use must be in writing and will be deemed given when delivered to Merz at: info@p5.iconceptdigital.com Any notices to you may be made either via e-mail or postal mail to the address that you provided in our records or via posting on the Site. If you believe in good faith that any of the Site Content infringes your copyright, please write to us

at info@p5.iconceptdigital.com with the following written information:

1. an electronic or physical signature of the copyright owner or individual authorized to act on behalf of the copyright owner;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the infringing material can be found on the Site;
4. your address, telephone number, and e-mail address;
5. 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
6. a statement by you, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner, or are authorized to act on the owner's behalf. Merz's copyright agent for notice of claims of copyright infringements can be reached at info@p5.iconceptdigital.com.

- **Jurisdiction**

These Terms of Use and the interactions they govern, including without limitation their interpretation, construction, performance and enforcement shall be governed by and construed in accordance with the laws of Hong Kong, without regard to conflicts of law principles. If a Hong Kong court finds any condition of the Terms of Use to be invalid, you and Merz nevertheless agree that (a) the court should give effect to the intentions reflected in the words of the provision, and (b) the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action brought against Merz, its officers, agents, co-branders or other partners and employees, arising out of or related to use of the Site or the Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred. The resolution of any dispute relating to the use of the Site or these Terms of Use shall occur in the courts seated in Hong Kong and you agree to submit to these Courts with regard to any dispute relating to use of the Site or these Terms of Use. Further, you agree to service of process on you by e-mail to the address you have submitted on the Site, if any, and by any other means permitted by law. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or related to these

Terms of Use to the same extent and subject to the same conditions as other documents and records originally generated and maintained in printed form.

- **Comments and Questions**

Merz invites your comments, questions, suggestions and ideas relating to the Site. You may direct communications to: info@p5.iconceptdigital.com. Please understand that Merz may not respond to your communication and any information that you share may not be kept confidential or secret. Furthermore, when sending information you agree to Merz using the information for any legal purpose and without compensation to anyone.

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