

## **MiXto Loyalty Rewards Program Terms and Conditions**

1. MiXto Loyalty Rewards Program membership and its benefits offered at the sole discretion of LASERING USA (LUSA).
2. The Program Terms and Conditions are governed by and construed under the laws of the State of California, USA, without giving any choice of law or conflict of law rules or provisions that would cause the application of any other state laws. Claims may not be resolved through any form of class action. By participating in the Program, members consent that venue for all suits will be in federal or state courts located in Contra Costa County, California.
3. The Program has no predetermined termination date and may continue until such time as LUSA, decides to terminate the Program, at any time without notice. Members will have (6) six months from the date Program termination is announced to accumulate and redeem a desired Reward. This means that, regardless of the amount you participate in the Program, your right to accumulate points and claim Rewards can be terminated by LUSA, (6) six months after LUSA announces Program termination.
4. LUSA reserves the right to add, modify, delete or otherwise change any of the rules, procedures, conditions, benefits or Rewards pertaining to the Program at its sole discretion, with or without notice, even though changes may affect the value of points or Reward levels already accumulated. This means that LUSA may make changes that affect, but not limited to, rules for earning points, Reward redemption levels, rules and procedures for the use of Rewards, continued availability of Rewards, Reward types, and the features of special offers.
5. Membership number is the Members unique MiXto serial number. Program membership entitles Members the right to earn points according to the Earning Points schedule, which can be redeemed for Rewards in accordance with the Terms and Conditions of the Program. Member benefits and rewards are offered in good faith.
6. All interpretations of Program Terms and Conditions shall be at the sole discretion of LUSA.
7. Each Member is responsible for remaining knowledgeable as to the Program Terms and Conditions and as to the number of points in his or her account. LUSA may attempt, but is not required, to send correspondence to active Members to advise them of matters of interest, including notification of Program changes. LUSA will not be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of Member contact information.
8. Earning points and redemption of Program Rewards are subject to all Applicable laws and regulations. MiXto Rewards may be subject to income or other taxes. Such taxes and all disclosures related thereto are the sole responsibility of the Member or Reward recipient.

## **Conditions of Participation**

LUSA PROVIDES THE MIXTO LOYALTY REWARDS PROGRAM "AS-IS" AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, ACCURACY, CAPABILITY SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS OR AVAILABILITY. You also agree that LUSA does not represent, warrant or guaranty that the Program or any such products and services will be interrupted, without omission or error free, or that defects will be corrected or changes implemented. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LUSA BE LIABLE ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM.