

TERMS OF USE

Effective date: [17 May 2023]

These Terms of Use are a legal agreement between you (“you” and “your”) and Croma Australia Pty Ltd, trading as Hugel Aesthetics, 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.au> (“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”, AND “INDEMNIFICATION”, these provisions limit our liability to you and affect how disputes are resolved.

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 operates the Site. Our address is 1 Bligh St, Sydney, NSW, 2000. Our contact email address is infoaustralia@hugel-aesthetics.com.

If you have any concerns or questions about our business or the Site, please contact us using the details above.

2. PRIVACY

Your personal information will be collected by Hugel if you provide information to Hugel through the Site or contact Hugel on or via the Site. Hugel's Privacy Policy, which can be accessed at www.hugel-aesthetics.com.au/privacy-policy, explains how Hugel generally handles your personal information. The Privacy Policy also includes information about how you can:

- seek to access and/or correct your personal information that Hugel holds about you; and
- submit a privacy query or complaint to Hugel and how Hugel will deal with your complaint.

By using the Site, you agree that Hugel can use and handle your personal information in accordance with its Privacy Policy.

3. YOUR RESPONSIBILITY FOR OTHERS WHO ACCESS OUR WEBSITE USING YOUR DEVICE

You are responsible for any person who accesses the Site using your device or any log in details specific to you.

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. GEOGRAPHIC RESTRICTIONS

The Site is provided for users in Australia. 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 Australia, or that the Content available on the Site will be appropriate for users in other countries. If you access the Site from outside Australia, you do so on your own initiative and are responsible for compliance with local laws.

6. OWNERSHIP OF MATERIAL ON OUR WEBSITE

The Site and Content contain copyright, trademarks, logos, service names and trade names of Hugel or third parties that may be registered or otherwise protected by Law. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Site.

All goodwill generated from the use of our trademarks will benefit us exclusively.

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 Content or any third party marks that are used or displayed on the Site, without the respective owner's prior written permission, in each instance.

7. CONTENT ON OUR WEBSITE

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.

8. YOUR CONTRIBUTIONS

- (a) 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.
- (b) 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.
- (c) You must ensure Contributions comply with the Contribution Standards (set out in Section 9).
- (d) Subject to Section 8(f), Hugel does not claim ownership or rights in the Contributions.
- (e) 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.
- (f) 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.
- (g) 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.

- (h) You provide the indemnity set out in Section 14 with respect to your Contributions on the Site.

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](#).
- 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. THIRD PARTY CONTENT

The Site may include:

- links to third party websites;
- content, materials and information prepared or provided by third parties including, personnel profiles and job listings.
- We are not responsible for any content, materials, representations contained in any third party website or Third Party Information.

12. HEALTH CARE PRACTITIONER ONLY ACCESS

Certain aspects of the Site may, from time to time, be dedicated for access by Australian health care practitioners only.

In order to access these aspects of the Site, you must input a valid Australian Health Care Practitioner registration number. By doing so, you represent and warrant that:

- you are an Australian health care practitioner with a current registration with the Australian Health Practitioner Regulation Agency; and
- you will not provide access to, or copies of information contained in, the Health Care Practitioner only aspects of the Site to any person.

13. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- (a) You agree that you have not relied on any representation, description, illustration or specification that is not expressly stated in these Terms of Use.
- (b) Nothing in these Terms of Use excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (**ACL**), or any other applicable Law, that cannot be excluded, restricted or modified by agreement.
- (c) To the greatest extent permitted by Law and subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), Hugel and its Representatives exclude all warranties, whether express or implied, including any warranties or representations concerning the quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Site including Content, all links to or from the Site and the goods and services accessible using the Site.
- (d) Subject to the consumer guarantees provided for in consumer protection legislation (including the ACL), we do not warrant that you will have continuous access to the Site or that it will be supplied fault free or free from any virus or malicious content.
- (e) We will not be liable in the event that the Site or the full functionality of the Site is unavailable to you for any reason including due to network or hardware downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.

- (f) We do not guarantee the delivery of communications over the internet as such communications rely on third party service providers. The exchange of information electronically is vulnerable to interception by third parties and we do not guarantee the security or confidentiality of information available through the Site nor the security of the Site.
- (g) To the greatest extent permitted by Law (including the ACL), our liability in respect of any non-excludable warranties or conditions relating to the Site including Content, all links to or from the Site, and the goods and services advertised or accessible using the Site is limited to resupplying the Site or services or the reasonable cost of resupplying the Site or services, whichever we see fit to provide.
- (h) For all other claims or liability, and to the greatest extent permitted by Law, the maximum liability of Hugel and its Representatives for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms of Use, the Site and all links to or from the Site, and the goods and services advertised or accessible using the Site will be \$1,000.
- (i) Except where Hugel fails to meet a consumer guarantee under the ACL and notwithstanding any other provision of these Terms of Use, Hugel will not be liable to you for any damage, loss or expense resulting from or caused by:
 - (i) any act or omission of any third party;
 - (ii) any inaccurate or incorrect Third Party Information;
 - (iii) any inaccurate or incorrect information provided by you;
 - (iv) any event or circumstance beyond Hugel's reasonable control;
 - (v) any breach of these Terms of Use, negligence, default, fraud or dishonesty by you.
- (j) To the greatest extent permitted by Law, Hugel and its Representatives will not be liable to you for any direct or indirect lost profit, loss of opportunity, incidental, consequential or special damages, howsoever the loss is caused and regardless of whether it was foreseeable or not.

14. INDEMNIFICATION

You agree to 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 your use of the Site including:

- 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 use of the Site or Content in violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- your use of the Site or Content in 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 with respect to your access to the Site.

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.

15. 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, 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.

16. CO-OPERATION WITH LAW ENFORCEMENT

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 BY OR AGAINST YOU RESULTING FROM ANY ACTION TAKEN BY ANY LAW ENFORCEMENT OR REGULATORY BODY AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES.

17. 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 infoaustralia@hugel-aesthetics.com or by mailing them to the following address: infoaustralia@hugel-aesthetics.com

18. 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 New South Wales, Australia

You agree to the non-exclusive jurisdiction of New South Wales courts over any claims or disputes arising from or in relation to these Terms of Use.

19. GENERAL

- (a) 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.
- (b) 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.
- (c) 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".

- (d) Hugel may assign these Terms of Use, in whole or in part, at any time, with or without notice to you.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Defined Terms:

ACL means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

Content means any content, information or materials available through the Site.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia that have the force of law.

Representative means any employee, officer, agent, contractor or affiliate of Hugel.

Third Party Information means all Content supplied by a third party and incorporated into the Site, including any maps information and information in relation to clinics which provide services using Hugel products.