

## Warranty

### **LIMITED WARRANTY; DISCLAIMER OF LIABILITY AND DAMAGES; dispute resolution by binding individual arbitration**

#### **DERMAFLASH CUSTOMER SERVICE AND LIMITED WARRANTY INFORMATION**

Congratulations on your purchase! We value our customers and aim to provide the highest quality products to ensure customer satisfaction. This is your reference for any customer service or warranty needs you may have. This Limited Warranty is only applicable for LUXE One-Speed, LUXE, LUXE+, MINI, and DERMAPORE products (hereafter, the “product”).

#### **DERMAFLASH® 1 YEAR LIMITED WARRANTY**

The DERMAFLASH product, inclusive of charging base/docking station (“base”) and handheld piece product (“handpiece”) and exclusive of the Edge Tray (“Edge Tray”), is warranted to be free from manufacturing defects in materials and workmanship for a period of 1 year from the date of purchase product. There are no other warranties with this product. All warranty claims must be submitted in writing to our Consumer Service Department within one year of the date of purchase and must include the original proof of purchase. The procedure for doing so is described below.

Never drop the product as this could damage the product and will void the warranty.

Never submerge the base or handpiece into water or other liquid, as it can damage the product. Evidence of liquid infiltration into any component of the product will void the warranty.

In the event either the base or handpiece falls into any liquid, immediately cease use of the product, unplug it from the electrical power source and send an email to Customer Service, [customerservice@dermaflash.com](mailto:customerservice@dermaflash.com).

Charge the product using only the base supplied. Utilizing or substituting different charging means can damage the product and will void your warranty.

This limited warranty applies only if the product has been used for its intended purpose and in accordance with the operating instructions, and as long as you purchased it directly from [www.dermaflash.com](http://www.dermaflash.com), an authorized retail partner of DERMAFLASH (a list of such partners can be found at [include web product link to names of authorized retail partners]), or directly at [www.trydermaflash.com](http://www.trydermaflash.com).

This limited warranty is valid for the original purchaser only and cannot be transferred. This limited warranty is effective only if the product is purchased and used in the United States or Canada.

## **WARRANTY PERIOD**

The 1 year limited warranty begins on the date of purchase and expires exactly one year later. The limited warranty period is not extended by any time period during which the DERMAFLASH product (or any parts thereof) is in for repair, or if it is replaced by DD KARMA LLC (the “Company”), during the warranty period.

## **HOW DO I MAKE A WARRANTY CLAIM DURING THE WARRANTY PERIOD?**

If the product is not operating due to no fault or error on your part, contact our Consumer Service Department at 800-381-6257 or send an email to [customerservice@dermaflash.com](mailto:customerservice@dermaflash.com). If our Consumer Service team cannot troubleshoot the problem, the Company may ask you to send the product to us for inspection.

If, upon inspection by the Company, the DERMAFLASH product is found to have a defect in materials and/or workmanship, the Company will, at its sole discretion, either repair or replace your DERMAFLASH product. In particular, if the Company confirms a defect covered by this 1 year limited warranty, the Company will, at its sole and exclusive discretion, either: (i) replace your DERMAFLASH product at no charge with a new DERMAFLASH product that is the same as or similar to the model you purchased; or (ii) replace the DERMAFLASH product with a refurbished product that is the same as or similar to the model you purchased. If the Company does not find a defect in the product that is covered by this 1 year limited warranty, the Company will advise you of its findings and (i) return your DERMAFLASH product utilizing standard shipping methods at your expense; or (ii) dispose of the product at your request. If return shipping is not authorized within ten (10) days after informing you of the Company’s findings the product will be disposed of.

All limited warranty services must be authorized and performed by the Company, or an authorized retail provider. Unauthorized service of the product voids all warranties. Use of the DERMAFLASH product with Edge cartridges other than those supplied by the Company may damage the product and will void this limited warranty.

## **WHAT IS NOT COVERED BY THIS 1 YEAR LIMITED WARRANTY?**

This limited warranty does not cover damage, defects, or failure caused by any of the following: abuse or misuse; improper care; impact or insertion of foreign objects; vandalism; improper storage; unauthorized or incorrectly performed maintenance or repair; application of harmful chemicals or liquids; Acts of God, fire, or water; abrasives; purchaser’s negligence; failure to follow

manufacturer's instructions; use in combination with adaptors and/or equipment other than those provided by the Company; use in any manner or for any condition other than that for which the product is labeled; normal wear and tear; alteration; overuse; professional use; or commercial use. This list provides examples only, it is not intended to be exhaustive.

## **WARRANTY LIMITATIONS AND DISCLAIMER OF LIABILITY AND DAMAGES**

THE COMPANY'S RESPONSIBILITY FOR DEFECTS IN THE MATERIALS AND/OR WORKMANSHIP OF THE DERMAFLASH PRODUCT AND YOUR REMEDIES FOR THE BREACH OF THIS 1 YEAR LIMITED WARRANTY ARE LIMITED SOLELY TO THE REPAIR AND REPLACEMENT OF THE PRODUCT AS SET FORTH ABOVE AND IN THIS WARRANTY STATEMENT.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CREATED BY THE MANUFACTURE, SALE OR USE OF THE PRODUCT. THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY IS ADVISED OR AWARE THAT SUCH LIABILITY AND/OR DAMAGES MIGHT ARISE. THIS DISCLAIMER OF LIABILITY AND DAMAGES INCLUDES, BUT IS NOT LIMITED TO, LOSS OF USE OF THE PRODUCT, COST OF ANY SUBSTITUTE EQUIPMENT, THE CLAIMS OF THIRD PARTIES, OR DAMAGE TO PROPERTY. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY THAT ARE CAUSED BY A DEFECT IN THE MATERIALS AND/OR WORKMANSHIP OF THE PRODUCT.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you might have additional rights. To the extent the above disclaimer of warranties and limitations of liability is restricted under the applicable law, the above limitations shall nonetheless be applied to the maximum extent permitted under such law.

THESE WARRANTY LIMITATIONS AND DISCLAIMER OF DAMAGES ALLOCATE THE RISKS OF PRODUCT FAILURE BETWEEN THE COMPANY AND YOU, THE PURCHASER OF THE PRODUCT. THIS ALLOCATION IS RECOGNIZED AS REASONABLE BY BOTH PARTIES AND IS REFLECTED IN THE PRICE OF THE PRODUCT. BY USING YOUR PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, CONDITIONS, AND LIMITATIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM.

## **PRODUCT CHANGES**

The Company reserves the right to make changes and improvements to its products without incurring any obligation to make corresponding changes or improvements to products previously manufactured or sold.

## **DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION; CLASS ACTION WAIVER**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND THE COMPANY TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY EXCEPT AS FOLLOWS:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION

(a) Arbitration Agreement. You and the Company agree that all claims and disputes relating in any way to your use of the product shall be resolved by binding arbitration on an individual basis. Arbitration is the referral of a claim or dispute to one or more persons charged with reviewing the claim or dispute and making a final binding determination to resolve it instead of having it decided by a judge or jury in court. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT AND ARE ADDRESSED IN SECTIONS BELOW.

(b) Waiver of Right to Jury Trial. YOU AND THE COMPANY WAIVE ANY RIGHT, INCLUDING ANY CONSTITUTIONAL OR STATUTORY RIGHT TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY. EXCEPT AS PROVIDED IN THIS DISPUTE RESOLUTION SECTION, YOU AND THE COMPANY ARE INSTEAD ELECTING TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION. If for any

reason a claim may proceed in court rather than in arbitration, YOU AND THE COMPANY EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

(c) Mandatory Pre-Arbitration Notice and Commitment to Good Faith Negotiations. Before either party may initiate an arbitration proceeding, you and the Company agree that each party will notify the other in writing of any claim or a dispute reasonably anticipated to lead to or that will lead to arbitration, so that the parties can initially try to resolve the claim or dispute informally and individually. Notice by the Company will be sent to you at your last known street and email addresses on file, and notice by you to the Company will be sent by mail to the Company's Legal Department [ADDRESS]. The notice of dispute must include your name, street address, telephone number, and email address on file with us, as well as a brief description of the dispute that is individual to you, the amount of money (if any) at issue, and the specific relief sought. The notice must be signed and include your handwritten signature or the handwritten signature of a Company employee, as applicable, depending on which party is initiating the dispute. You and the Company then agree to negotiate personally, individually, and in good faith to try to resolve the dispute. If and only if we cannot resolve the dispute within sixty (60) days after the notice is received, then either party may commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the dispute is noticed to the other side until the expiration of this sixty (60) day period. Compliance with and completion of this Mandatory Pre-Arbitration Notice and Commitment to Good Faith Negotiations provision is a condition precedent and requirement for initiating any arbitration proceedings. If the sufficiency of a notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in this informal process.

(d) No Class Arbitrations, Class Actions, or Representative Actions. YOU AND THE COMPANY AGREE THAT ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY INDIVIDUAL OR OTHER GROUP. EXCEPT AS OTHERWISE EXPRESSLY SET OUT BELOW, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S) OR DISPUTE. ANY RELIEF AWARDED CANNOT AFFECT OTHER OF THE COMPANY'S CUSTOMERS.

(e) Procedure for Mass Arbitrations. Should more than [NUMBER] individual arbitration demands be initiated by or against the Company, and either by or with the assistance of the same law firm or coordinated group, or seeking relief based on the same or similar alleged conduct, then all of those

arbitration demands will be administered in batches of up to 100 demands per batch with a single arbitrator for each batch and a single filing set of fees (e.g., one filing fee, case management fee, and arbitrator compensation fee) per side per batch. You and the Company agree to cooperate in good faith to implement such a batch approach or similar approach for efficient resolution of claims, including as necessary the payment of single filing, case management, or administrative fees for batches of claims. If more than 50 of the same or similar individual arbitration demands are initiated by or with the assistance of the same law firm or coordinated group by or against the Company, and the batch approach process is deemed unenforceable, unconscionable, invalid, void or voidable, then the parties' agreement to arbitrate, shall also be null and void with respect to the parties in that batch of arbitrations.

(f) Arbitration Procedures. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Any arbitration between you and the Company will be initiated through the American Arbitration Association ("AAA") and will be governed by the AAA Consumer Arbitration Rules. The AAA Rules and filing forms are available at [www.adr.org](http://www.adr.org) or by calling AAA at 1-800-778-7879. If the AAA is unavailable or unwilling to administer the arbitration consistent with this section, another arbitration provider shall be selected by the parties that will administer the arbitration consistent with it. If the parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this section. You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. The Company reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in person hearing (along with your counsel if you are represented).

(g) Arbitration and Other Fees and Costs. The party initiating the arbitration will pay any filing, case initiation, or arbitrator fees, up to the amount that would be required to pursue the same claim in the U.S. District Court for the [choose venue]. For individual damages claims with less than \$25,000 at issue, The Company will pay the additional, reasonable fees and costs of arbitration. For claims with more than \$25,000 at issue, or where a party seeks injunctive or declaratory relief, the parties will share the fees and costs of arbitration equally. The parties' good faith negotiation of reasonable fees with the arbitration provider is authorized as needed. If the arbitrator determines that your claim(s) are frivolous, you will reimburse the Company for any amounts paid for the arbitration. The parties shall be responsible for their own attorney's fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

(h) Survival of this Section. This dispute resolution provision shall be governed by the Federal Arbitration Act. It shall survive any termination of your use of the product and your relationship with the Company. Any amendments to this dispute resolution provision shall not affect any then-active or pending arbitration proceeding.

## **GOVERNING LAW**

This limited warranty is governed by the laws of the State of Illinois and without regard to (i) the conflict of law provisions thereof which could result in the application of the laws of any other jurisdiction, including applicable U.S. and Canadian law or (ii) the United Nations Convention on Contracts for the Sale of Goods.

#### **NO OTHER WARRANTIES OR DAMAGES**

Unless modified in a writing signed by both parties, the terms, conditions and limitations in this section are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements and representations, oral or written, and all other communications between the parties relating to the subject matter of these warranty limitations and disclaimer of damages. No employee of the Company or any other party (including without limitation, authorized distributors, dealers, and retailers) has the authority to make any obligation in addition to those made herein.

#### **OTHER APPLICABLE TERMS AND CONDITIONS**

Please see our “Terms of Service” available at [include link here] which include provisions that apply to our limited warranty and disclaimer of liability and damages.