

ONE DS®
Loyalty Program - Terms and Conditions
Effective Date: January 1, 2024

ARTICLE 1
GENERAL

1.1 OVERVIEW

The ONE DS® LOYALTY PROGRAM (the “**Program**”) is a loyalty rewards program offered by DENTSPLY SIRONA INC. or one of its affiliates, including Dentsply North America LLC and Dentsply Canada Ltd. (collectively, the “**Company**”, “**us**”, “**our**” or “**we**”) to certain customers of the Company based in the U.S. and Canada. The Program is accessible at www.dentsplysirona.com or www.dentsplysirona.ca (collectively, the “**Program Website**”) and any other related sites and applications referred to on the Company’s website (www.dentsplysirona.com or www.dentsplysirona.ca for users in Canada) or on the Program Website.

The Program allows qualifying persons who have completed the membership enrollment steps (each, a “**Program Member**”), including creation of a rewards member account (each, an “**Account**”) in accordance with these Program Terms (as defined herein), to collect points when making purchases on items sold by the Company (“**Eligible Purchases**”) this includes indirect purchase through our authorized distributors and direct purchases from the Company. Redeem these points for rewards or benefits offered by the Company will be made through the Program Website.

Program Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit or redemption level.

1.2 TERMS AND CONDITIONS

The terms and conditions set forth herein, together with any terms set forth on the Program Website (collectively, the “**Program Terms**”) govern the Program. The Company, in its sole discretion, may restrict, suspend, amend, extend or otherwise alter the Program Terms at any time and without prior notice, including any tiers or earning ratio for Points included in the Program or rebates made available under the Technology Investment Program described below. If the Program Terms have been updated, the Company will post the new Program Terms on the Program Website and note the date that they were last updated. We encourage Program Members to review the Program Terms each time they access the Program Website, seek to redeem points on the Program Website, and/or participate in a purchase qualifying for a rebate from Company under the Program (as described below).

Program Members expressly acknowledge that the Program is intended to be a promotional discount program. Redemption of Program points earned on applicable purchases of Company goods and services shall represent discounts on the future purchase made by the Program Member. In addition, Program Members acknowledge that all rebates issued under the Program are fixed and disclosed in these Program Terms at the time of the initial sale of the good or service qualifying for such rebate. Accordingly, Program Members acknowledge, to the extent required by law, that Program Members within the U.S. must (i) fully and accurately disclose the amount of such discount or rebate in any cost report or claim for reimbursement submitted to Medicare, Medicaid or other federal healthcare program; and (ii) comply with any request to provide documentation of the discount to representatives of the Secretary of Department of Health and Human Services and State agencies. Program Members further acknowledge that Program points that Program Members later redeem as credits toward additional Company purchases are not, at this time, reportable under the Physician Payments Transparency Requirements of the Patient Protection and Affordable Care Act of 2010, 42 U.S.C. 1320a-7h and its implementing regulations. Should that reporting obligation change in the future, Company shall be permitted to report such redemption of credits in full compliance with applicable law.

1.3 ACCEPTANCE

By using or enrolling in the Program, you accept and agree to be bound by these Program Terms.

ARTICLE 2
PROGRAM MEMBERSHIP

2.1 MEMBERSHIP ENROLLMENT

Membership is free and no initial purchase is required in order to become a Program Member. To become a valid Program Member, you must complete the enrollment process by providing complete and accurate information and indicating your acceptance of the Program Terms.

You verify that any contact information provided to Company, including, but not limited to, your mailing address, phone number, email address, residential phone number, and mobile phone number are true and accurate. You further verify that you are the telephone subscriber and/or that you own any telephone numbers that you provide to Company. You acknowledge that by voluntarily providing your telephone numbers to Company, you expressly agree to be contacted at the telephone numbers you provide.

The Company reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Company): (i) for the purposes of verifying any individual's and/or any entity's eligibility to participate in the Program; (ii) for the purposes of verifying the legitimacy and/or accuracy of information of any kind; and/or (iii) for any other reason the Company deems necessary, in its sole and absolute discretion, for the purposes of administering the Program in accordance with Company's interpretation of these Program Terms and the Program. Failure to provide such proof to the complete satisfaction of the Company within the timeline specified by us may, in the sole and absolute discretion of the Company, result in disqualification from participating in the Program.

2.2 PASSWORDS AND SECURITY

In order to enroll in the Program, you will have to register and create an Account with us and provide one or more names, email addresses, login usernames and passwords (collectively, "ID"). You are responsible for maintaining the confidentiality of your ID. You agree not to use the ID of any third party or disclose your ID to any third party. You are responsible for any and all activity that occurs on your Account. If you suspect any unauthorized use of your Account, you must notify us immediately. You agree to provide us with correct and complete Account information at all times and inform us of any changes to the information you have provided. We will keep your ID confidential. Limit one Account per practice.

2.3 SUSPENSION RIGHTS; CAPACITY

If the Company determines that a Program Member has abused any of the Program's privileges, fails to comply with any of the Program Terms, or makes any misrepresentation to the Company, the Company may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending such Program Member's privileges under the Program, revoking any or all of the points in such Program Member's Account, and/or revoking the Program Member's participation in the Program, in each case, with or without advance notice to the Program Member and without liability to the Company.

Points or other benefits outlined in these Program Terms will not be awarded if in the Company's reasonable opinion, the merchandise purchased with Program points will be used for resale or non-clinical use.

Unless further restricted elsewhere in the Program Terms, Membership is only available to (i) individuals within the United States of America and Canada, above the age of majority and who have legal capacity, and (ii) corporations, businesses, charities, partnerships, enterprises, schools or anyone other than an individual, provided that such entity has legal capacity and has duly authorized such membership. Retailers, Dental Service Organizations (DSOs), large group practices, government, institutional, university, or other school accounts are not eligible to participate. If a Program Member does not meet the capacity requirements set out above, all points awarded to such Program Member may be forfeited without prior notice and the Account may be suspended or closed. In the event that a dental office joins one of these excluded categories, it will no longer be eligible to participate herein, will be removed, and will forfeit all benefits that would otherwise have been earned under this Rebate Program, effective immediately.

All Quebec customers will follow the same terms & conditions with the exception that Dentsply Sirona only receives indirect sales data on a quarterly basis from authorized distributors in the region. Therefore, DS Points earned from these purchases have a potential three (3) to four (4) month lag time until DS Points are issued to such customer.

2.4 CHANGE IN INFORMATION

Program Members are responsible to advise the Company immediately of any change to their email or mailing address information (or other contact information) within thirty (30) days of such change. The Company will not be responsible for any communication not received by a Program Member.

2.5 INACTIVE ACCOUNTS; EXPIRATION OF POINTS

An Account is deemed to be inactive if points are not earned in connection with such Account for a period of two (2) years. Once an Account is deemed to be inactive, all points in such Account may, in the Company's sole discretion, be deemed to have been forfeited by such Member, with or without notice.

Points will begin to expire after the first transaction/points earned month and will continue for any subsequent months. For example, if a customer becomes a Program Member in November 2024 and begins to earn DS Points in November 2024 those DS Points earned will expire November 2025.

2.6 ACCOUNT CLOSURE

In addition to closure for inactivity (as described in Section 2.5 above) or electing to unsubscribe from communications (described in Section 4.3 below), a Program Member may elect to opt-out of participation in the Program at any time. In the event, a Program Member no longer wishes to participate in the Program, such Program Member may withdraw through the 'My Account' section on the DS Site by 'unselecting' participation in the One DS Program and clicking okay to remove the practice account from the Program. Once a Program Member elects to no longer participate in the Program, no further points or benefits will accrue on purchases made.

For account closures as a result of inactivity or opting to no longer receive electronic communications, the Program Member's points are reduced to zero (0) effective immediately. For account closures at a Program Member's election through the 'My Account' function, any Points in the Program Member's Account as of such time will remain available to the Program Member for a period of ninety (90) days. Thereafter, all points will be reduced to zero (0) and forfeited.

2.7 SECURITY

If an Account is used by any other person, all points relating to redemption of points and/or purchases made by such other person will be credited to the Program Member's Account. The Company assumes no liability or responsibility for points redeemed by any person(s) prior to a notification to the Company's Customer Service Center that the Account has been compromised. Any points redeemed prior to notification shall be at the Program Member's risk.

DENTSPLY SIRONA reserves the right, in its sole and absolute discretion, to (i) investigate, invalidate, and revoke any DS Points we deem to have been awarded in error, or as the result of any actual or suspected fraudulent or dishonest activity or as the result of any Program Member conduct in violation of these Terms and Conditions and (ii) bar further DS Points from being issued to any and all accounts of any Program Members associated with any such violations or actual or suspected fraudulent or dishonest activity.

ARTICLE 3 REWARD POINTS

3.1 COLLECTION; REDEMPTION

Points can be earned by Program Members in connection with purchases of goods and/or services made through Dentsply Sirona's authorized distributors or directly through Dentsply Sirona, regardless of method of payment, provided that the Account information is presented/entered at the time of purchase. Orders placed through the Company's Customer Service team via phone, in person, Company sales representative, or other non-DS Site medium earn points, so long as such purchases are from Company or one of its authorized distributors. **Such points will accrue on the invoiced amounts.**

DENTSPLY SIRONA reserves the right to prohibit the application of the Program in combination with other discounts and/or promotions. DENTSPLY SIRONA will not be liable for the failure of any DS Points to be accurately issued or applied for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

PLEASE BE ADVISED THAT SELECT PRODUCTS ARE EXCLUDED FROM EARNING POINTS; SEE EXCLUSION LIST AVAILABLE HERE, WHICH MAY BE UPDATED FROM TIME TO TIME AT COMPANY'S SOLE DISCRETION).

Points cannot be retroactively added unless otherwise determined by the Company. Program points have an expiration date, so careful attention is recommended to monitor dates and redemption activity.

Points can be redeemed for rewards. When enough points have been accumulated to obtain the reward(s) desired, **redemption may occur online as set forth on the DS Site**. In order to redeem points on a purchase, the Program Member must have sufficient points to cover the entire reward “purchase” at the time of redemption. The redemption schedule, available rewards and other information is available on the Program Website.

A Program Member must provide his/her Account when redeeming points to protect the integrity of the Program Member's points balance. Each Program Member is responsible to ensure that all Program Member information is correct and up-to-date, and the Company reserves the right to block redemptions where the Member information is inaccurate or incomplete. Members are solely and entirely responsible for keeping their Account secure.

Beginning January 1, 2024 Program Members who have created a dentsplysirona.com account, opt-in for loyalty and agreed to these set terms and conditions will begin to earn DS Points based on these rules. However, these DS Points earned will not show up in the Program Member's profile until the commercial launch of ONE DS (estimated launch Q2 2024). As such, no DS Points may be redeemed at such time. At the time of the commercial launch, all functions of the Program will apply.

3.2 TIERING AND AUDITING

All Program Members enrolled are initially tiered based on total Dentsply Sirona spend made within the prior 12 months of registration. Total spend is defined as both online (DentsplySirona.com) and offline purchases made directly with Dentsply Sirona and/or through one of its authorized distributors. Dentsply Sirona shall not be responsible for the failure of any reporting of purchases made through authorized distributors by a Program Member.

Program Member tiers are audited and re-tiered based on the following:

- When enrolling, Program Members are tiered based on the previous 12 months of sales from Company or one of its authorized distributors.
- When enrolling, Program Members will remain in that tier for that calendar year and through the next consecutive calendar year unless they move up a tier; and all Program Members move up in tier automatically when the spend threshold is met for the next tier.

For any Program Member which previously accrued DS Points from other programs such as One DS + Points or DS Points Plus; all DS Points will automatically roll into this new Program on the official effective date of the Program Terms & Conditions set forth above. The expiration of the original DS Points accrued will begin 12 months from the official launch date of this new program. Thereafter, these Terms & Conditions apply.

3.3 VALUE

Points have no cash value and are not exchangeable for cash. The accumulation of points does not entitle the Program Members to any vested rights, and the Company does not guarantee in any way the continued availability of any reward, redemption level, rebate, or any other benefit. The Company assumes no liability to Members with regard to the addition or deletion of items from or for which points can be collected and/or redeemed. Points and products earned through participating in this Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of the Points is the sole responsibility of the Program Member.

3.4 TRANSFERABILITY

Except as permitted from time to time by the Company, points cannot be assigned, exchanged, traded, bartered, purchased or given by gift or otherwise sold. Any points so acquired are void. For the avoidance of doubt, such prohibited transfers include transfers upon operation or law upon the death of a Member.

3.5 RETURN/EXCHANGE POLICY

In the event of a return/exchange of any eligible purchase that initially earned points, such points will be deducted from the Account that was used for the eligible purchase (whether or not the Account is presented at the time of return and/or exchange). Points will be deducted at the same rate as they were earned.

Returns/Exchanges from any transaction made with DS Points are not accepted.

In the event that Company shipped the incorrect product from the Program Member's redemption of points; Dentsply Sirona may replace the product.

3.6 PROMOTION

From time to time, the Company may advertise or offer exclusive offers to select Members to earn or redeem points for items other than a discount reward or receive other benefits or discounts. This may include third party offers, which will vary dependent on the Program Member's location. Any program features or benefits offered by such third party will be subject to their own terms and conditions, which the Program Member must follow if they elect to participate.

3.7 TECHNOLOGY INVESTMENT

In the event that a Program Member has earned a minimum of 100,000 points in its Account, and such Program Member wishes to purchase certain of Company's equipment ("**Technology**") products, it has the option to participate in this Technology Investment rebate program. The following terms and conditions shall apply:

- The Technology to be purchased must be from Company or one of its authorized distributors within the U.S. or Canada (as dictated by the Program Member's location).
- The minimum number of DS Points that can be traded for a Technology Investment Rebate is 100,000; and
- Points can only be exchanged in increments of 50,000 DS points thereafter (ex. 100,000; 150,000; 200,000, etc.).

By way of example: if the Program Member has 153,000 DS Points and wants the Technology Investment rebate, the Program Member can only get the Technology Investment rebate for the 150,000 DS Points.

Upon (i) purchase of the qualifying Technology, and (ii) redemption of the qualifying DS Points via the Program Website, the Program Member would receive a cash Technology Investment rebate calculated as follows:

- Company will multiply the number of DS Points redeemed by 2.
- Company will multiply the resulting number by \$0.01.
- Company will issue a cash rebate check (in local currency) to the Program Member for the resulting Technology Investment rebate figure.

By way of additional example, if the Program Member redeemed 150,000 DS Points, two (2) times the figure equals 300,000, which multiplied by \$0.01 equals \$3,000. This amount would be issued after complete validation of the purchase via a cash rebate. Technology Investment rebates can only be processed through DS.com with qualifying equipment purchases. Technology Investment is a rebate after confirmation/validation of the purchase only. Rebate will be paid out once validated and may take up to 8 weeks. Maximum Technology Rebate of \$6,000 per equipment purchase permitted.

If member returns qualifying equipment all DS Points earned, and Technology Investment rebate are forfeit. Any DS Points used for the Technology Investment will be issued back to the account upon confirmation of the return. This may take up to 6 weeks.

Company will not be liable for the failure of any Technology Investment rebate payments to be accurately issued or applied for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

3.8 Clinical Accelerator Advanced Training (US Program Members Only)

Program Members who purchase qualifying equipment may be eligible to participate in the Clinical Accelerator Advanced Training program. For complete Terms & Conditions for this program visit www.dentsplysirona.com.

Members eligible for Clinical Accelerator Advanced Training may participate in additional offers directly from CDOCS; see additional details on "**PRIVACY**" in article 4 below.

ARTICLE 4 PRIVACY

4.1 CONFIDENTIAL INFORMATION

We are committed to protecting your privacy. We will maintain the privacy and security of all personal information collected from Members (“**Personal Information**”) in accordance with Dentsply Sirona’s Privacy Policy available at <https://www.dentsplysirona.com/en/legal/privacy-policy.html> or <https://www.dentsplysirona.com/en-ca/legal-2/privacy-policy.html> (for Program Members in Canada).

Program Members understand and agree that in order to offer the Program, Company may collect and use personally identifiable information about the Program Member. Company may use such personally identifiable information for marketing purposes and share it with Company’s marketing service suppliers for that purpose. Company has contracted with third parties, for the administration of this Program and may additionally share contact information with participating distributors for communication and promotional purposes relating to the Program. All information gathered by Company will be shared with such third-party service providers or participating Distributors, for the limited purposes of administering/promoting this Program. You understand that through your use of the Program, you expressly consent to the collection and use of your Personal Information, including name, address, email address, telephone numbers, date of birth, account number and purchasing information. As part of providing, you the Program, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Program and your Account.

4.2 CONSENT

By participating and enrolling in this Program, Program agree to receive e-mail, phone, and/or mail communications from DENTSPLY SIRONA, including without limitation, communications regarding the Program, as well as opportunities relating to the Program and Company’s products and services. You consent to receive e-mails, pre-recorded voice messages and/or autodialed calls (including text messages) by or on behalf of Company relating to the Program Website, the Program, or your inquiries, any transaction with Company, and promotions regarding Company products. These communications may be made by or on behalf of Company, even if your phone number is registered on any state or federal Do Not Call list. You acknowledge that you may incur a charge for these calls by your telephone carrier and that Company will not be responsible for these charges.

Company may obtain, and you expressly agree to be contacted at, e-mail addresses, mailing or shipping addresses and phone numbers provided by you directly or obtained through other lawful means, such as skip tracing. Your consent to this communications provision is not required to make any purchase with Company. If Company sends any marketing communication via email, it will include a link where Program Members may opt out of the Program.

By participating in the Rebate Program, Program Members expressly authorize DENTSPLY SIRONA and its Distributors to share the Program Member’s purchase and account information with one another in order to ensure proper purchase tracking and DS Points calculation. In the event that DENTSPLY SIRONA has any questions regarding purchases or account history, Program Members agree to cooperate in a review of such purchase to facilitate validation of any aspect of the Rebate Program. Any sales data that cannot be verified and/or calculated to the satisfaction of DENTSPLY SIRONA are subject to adjustment, cancellation, disqualification, or revocation at DENTSPLY SIRONA’s sole discretion.

4.3 UNSUBSCRIBE

By sharing your email address and as an active customer and Program Member, we and/or our service providers may communicate special offers, services, promotions and program information. You can unsubscribe from receiving such messages at any time by updating your online account, by contacting customer service of the applicable entity, or by clicking unsubscribe at the bottom of any promotional email. This should prevent You from receiving emails and renders the Account Inactive pursuant to Section 2.5 above.

ARTICLE 5 GENERAL

5.1 ABUSE

Any abuse by a Program Member of the Program’s privileges, any failure by a Member to follow these Terms and Conditions, or any misrepresentation by a Program Member may subject the Program Member to expulsion from the Program, including forfeiture of all accumulated points.

5.2 WAIVER

Every effort has been made to ensure that the information herein is correct. The Company is not responsible for any errors

or omissions in printed copies of these Program Terms nor those published from time to time on the Program Website (or other promotional materials).

Any waiver by the Company of the strict observance, performance or compliance by a Member with any of the Program Terms contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of the Company as a result of any other failure to observe, perform or comply with the Program Terms. No delay or omission by the Company in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

In the event that any provision in these Program Terms is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these Program Terms.

5.3 CONTACT

If you have any questions about these Program Terms or if you wish to provide any feedback with respect to the Program, please contact us at: 833-372-8255 (DS2TALK) or reach out to your Dentsply Sirona Sales Representative. **You acknowledge that telephone calls to or from the Company may be monitored and recorded and you agree to such monitoring and recording.**

5.4 JURISDICTION/GOVERNING LAW

All claims must be brought within one (1) year of the termination of the Program. Program Members and DENTSPLY SIRONA acknowledge and agree that the remedy for any claim hereunder is limited to actual damages, and in no event will any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including legal fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

For Program Members in the U.S.: This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and if that state's laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

For Program Members in Canada: This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

5.5 DISPUTE RESOLUTION

For Program Members in the U.S.: The Company may elect to resolve any controversy or claim arising out of or relating to these Program Terms, the Program, the Program Website, and any other Program Terms or claims relating thereto by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York, New York, USA and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or we may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in the state of New York, necessary to protect the rights or the property of you or the Company (or its agents, suppliers, and subcontractors), pending the completion of arbitration.

For Program Members in Canada: Any disputes related to these Program Terms, the Program, the Program Website, and any other Program Terms and the subject matter herein must be submitted to binding arbitration administered by the Canadian Arbitration Association (the "CAA") under its applicable expedited arbitration rules. The parties agree that the CAA's expedited arbitration rules give the parties a fair opportunity to present their case and respond to the case of the other side. Participants agree that all claims may only be brought in a participant's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Unless Program Member and Company agree otherwise, the arbitrator may not consolidate more than one participant's claim and may not otherwise preside over any form of a representative or class proceeding. The arbitrator appointed by the CAA will have the exclusive authority to resolve any challenge or dispute relating to the interpretation, applicability, enforceability, or formation of this agreement of arbitration.

5.6 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE PROGRAM WEBSITE IS AT YOUR SOLE RISK. THE PROGRAM WEBSITE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent

permissible by law, the Company and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the “**Company Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Program Website (including its content).
- (b) the functions, features, or any other elements on, or made accessible through, the Program Website.
- (c) any third-party products, services, or instructions offered or referenced at or linked through the Program Website.
- (d) whether the Program Website or the servers that make the Program Website available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your device).
- (e) whether the information (including any instructions) on the Program Website is accurate, complete, correct, adequate, useful, timely, or reliable.
- (f) whether any defects to or errors on the Program Website will be repaired or corrected.
- (g) whether your access to the Program Website will be uninterrupted.
- (h) whether the Program Website will be available at any particular time or location.
- (i) whether your use of the Program Website is lawful in any particular jurisdiction; and

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN PROGRAM TERMS PROVIDED BY A COMPANY PARTY, THE COMPANY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions’ laws are applicable.

5.7 LIMITATIONS OF OUR LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY COMPANY PARTY BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to:

- (a) the Program Website (including its content).
- (b) your use of or inability to use the Program Website, or the performance of the Program Website.
- (c) any action taken in connection with an investigation by the Company Parties or law enforcement authorities regarding your access to or use of the Program Website.
- (d) any errors or omissions in the Program Website’s technical operation; or
- (e) any damage to any user’s computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the Company Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Program Website).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

5.8 UPDATES TO TERMS

AS OUR PROGRAM WEBSITE AND PROGRAM EVOLVE, THE PROGRAM TERMS MAY BE MODIFIED AND WE MAY CEASE OFFERING THE PROGRAM OR PROGRAM WEBSITE UNDER THE TERMS WHICH WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE PROGRAM WEBSITE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE PROGRAM WEBSITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE PROGRAM

WEBSITE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. However, the terms of service (and any applicable Program Terms) that applied when you previously used the Program Website will continue to apply to such prior use (*i.e.*, changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or Program Terms by discontinuing use of the Program Website.

5.9. GENERAL PROVISIONS

A. Company's Consent or Approval. As to any provision in these Terms or any Program Terms that grants the Company a right of consent or approval or permits the Company to exercise a right in its "sole discretion," Company may exercise that right in its sole and absolute discretion. No Company consent, or approval may be deemed to have been granted by Company without being in writing and signed by an officer of the Company.

B. Investigations; Cooperation with Law Enforcement; Termination; Survival. The Company reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Program Website security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Program Terms, (iii) investigate any information obtained by Company in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Program Terms, and (vi) discontinue the Program Website, in whole or in part, or, except as may be expressly set forth in any Program Terms, suspend or terminate your access to it, in whole or in part, including any Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to the Company under these Program Terms. Upon suspension or termination of your access to the Program Website, or upon notice from the Company, all rights granted to you under these Program Terms will cease immediately, and you agree that you will immediately discontinue use of the Program Website. The provisions of these Program Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Program Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and arbitration.

C. Assignment. The Company may assign its rights and obligations under these Program Terms, in whole or in part, to any party at any time without any notice. These Program Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of the Company.

D. Connectivity. You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service providers, mobile services, and other services needed for your access to, and use of the Program Website and you will be responsible for all charges related to them.

E. Confidentiality. These Program Terms are confidential. Recipients of these Program Terms agree to receive and maintain the Program Terms in confidence, using the same degree of care which the recipient employs with its own confidential information, provided this is no less than a reasonable standard of care. Recipients of these Program Terms shall keep further keep the details of the Program and all information of a confidential nature provided by us in relation to the Program (collectively the "**Information**"), in confidence, use the Information only for the purpose of participating in and fulfilling the requirements of the Program (the "**Purpose**") and disclose the Information only to such recipient's (and, if applicable, such recipient's parent, subsidiary and affiliated companies') directors, officers, employees and agents, as applicable, who have a bona fide need to know the Information for the Purpose and who are under a legal obligation of confidence to the recipient to treat the Information as the recipient must hereunder.