

# MIRADRY PATIENT REBATE PROGRAM TERMS AND CONDITIONS

This modal contains the official rules for the promotion.

The miraDry Patient Rebate Program is sponsored by miraDry, Inc. ("Sponsor"), 100 Bayview Circle, Ste 360, Newport Beach, CA 92660.

1. **PROGRAM PERIOD:** The Patient Rebate Program applies to Qualifying Treatments between January 1<sup>st</sup> – March 31<sup>st</sup>, 2025 (the "Program Period").

Sponsor reserves the right to modify or terminate this Patient Rebate Program at any time.

2. **ELIGIBILITY:** The Patient Rebate Program is open to legal residents of the fifty (50) United States, and Canada. Licensed health professionals, employees of licensed health professionals, employees of Sponsor, and employees of Administrator, are excluded from participating in the Patient Rebate Program. Participating in the Patient Rebate Programs is by invitation only to patients who undergo a qualifying treatment during the Program Period with a miraDry Provider who is enrolled in the Patient Rebate Program. Void where prohibited or restricted by law. Participation in the Patient Rebate Program constitutes participant's full and unconditional agreement to these Terms and Conditions.
3. **HOW TO PARTICIPATE:** During the Program Period, a participant who undergoes the miraDry treatment performed by a miraDry provider enrolled in the Patient Rebate Program during the Program Period may be eligible to receive one (1) \$200 Visa® Prepaid Card. Upon completing a Qualifying Treatment, patient will receive a miraDry rebate voucher with a rebate code from their doctor and a link to the Patient Rebate site. An eligible participant must then complete and submit the registration page including but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, provider name, receipt of treatment, and treatment dates. Receipts must be itemized and clearly indicate "miraDry" along with the treatment date. Bank statements, credit card transactions or receipts lacking this information will NOT be accepted, and your rebate will NOT be processed. Participant must then follow the links and instructions to submit their rebate code no later than April 15<sup>th</sup>, 2025.

Upon verification of eligibility and rebate code, an eligible participant will be

sent a \$200 Visa prepaid card. There is a limit of one (1) prepaid card per person. The approximate retail value of each prepaid card is \$200. Prepaid cards are subject to availability and only available while supplies last. Prepaid cards will be emailed to the address provided no later than April 15<sup>th</sup>, 2025. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prepaid card of equal or greater value in case of unavailability of a prepaid card or force majeure (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prepaid card received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. The prepaid card must be activated within six (6) months of issuance.

4. **LIMITATION OF LIABILITY:** By participating in this Patient Rebate Program, participants agree that the Sponsor, Administrator, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, gift card or Patient Rebate Program related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Patient Rebate Program; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Patient Rebate Program, each participant agrees: (i) to

be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Patient Rebate Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Patient Rebate Program, including, but not limited to, any Patient Rebate Program-related activity or element thereof, and the participant's requests, participation or inability to participate in the Patient Rebate Program or using the gift card; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any gift card (or any component thereof); (d) any change in the gift card (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed gift card; or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Patient Rebate Program is not capable of running as planned, or the integrity and or feasibility of the Patient Rebate Program is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Patient Rebate Program and/or proceed with the Patient Rebate Program in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PATIENT REBATE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT**

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. **DISPUTES:** THIS PATIENT REBATE PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW CASTLE COUNTY, DELAWARE. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN DELAWARE. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW CASTLE COUNTY, DELAWARE. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
6. **PRIVACY POLICY:** Sponsor's privacy policy is available at <https://corp.miradry.com/privacy-policy/>
7. **GENERAL:** This Patient Rebate Program is subject to all federal, state and local laws and regulations. Receiving a gift card is contingent upon fulfilling all requirements set forth herein. Patient Rebate Program valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Any attempted form of participation in this Patient Rebate Program other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in

its sole and absolute opinion, to be tampering with the operation of the Patient Rebate Program, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Patient Rebate Program. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Patient Rebate Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE PATIENT REBATE PROGRAM OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PATIENT REBATE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Patient Rebate Program details contained in these Terms and Conditions and the Patient Rebate Program details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Patient Rebate Program as set forth in these Terms and Conditions shall prevail.