

## DENSAH® BUR REWARDS PROGRAM TERMS AND CONDITIONS

Last revised: July 26, 2015

**NO TRIAL BY JURY: YOU AND WE WAIVE A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN YOU AND US ARISING OUT OF OR RELATING TO THIS REWARDS PROGRAM.**

**NO CLASS ACTIONS: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS. YOU AGREE THAT NO CLAIM OR DISPUTE ARISING OUT OR RELATING TO THIS REWARDS PROGRAM MAY BE JOINED WITH A CLAIM OR DISPUTE OF ANY OTHER PERSON OR ENTITY, AND YOU MAY NOT ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER LEGAL PROCEEDING.**

### **1. Important Information About this Rewards Program and the Program Rules**

(A) The DENSAH® Bur Rewards Program is a rewards program offered by Versah LLC for Versah Customers that purchase the DENSAH® Burs. These Program Rules describe how the Rewards Program works and is an agreement between You and Us. Enrollment in the Rewards Program or use of any of the Rewards Program features indicates that You accept the Program Rules. In these Program Rules, the following words have special meanings:

(1) “Authorized Buyer” means someone that You authorize to make purchases from Us on Your behalf, such as Your practice manager.

(2) “Customer,” “Customers,” “You,” and “Your” means the dentist who has a direct account with Versah and who is duly licensed by a U.S. state dental board.

(3) “Eligible Purchases” means the following DENSAH® Bur product codes: VT1525, VT2535, VT3545, VT4555, VT1828, VT2838, VT3848, VT4858, VS2228, VS3238, VS4248, VS5258.

(4) “Program Rules” means these Terms and Conditions, as they may be modified from time to time.

(5) “Rewards Program” means the DENSAH® Bur Rewards Program.

(6) “Versah,” “We,” “Us,” and “Our” refer to Versah LLC.

(7) “Website” means <http://versah.com>.

(B) **To be eligible to participate in this Rewards Program, You must be (i) a Customer, (ii) have an active, current, and accurate e-mail address on file with Versah, and (iii) agree to receive Rewards Program notices at your e-mail address.** Customers earn

rewards points under an account properly opened directly with Us either through Our Website or by calling Us at the phone number displayed on Our Website. Customers may authorize Authorized Buyers to make Eligible Purchases under their account. Dentists within a group practice must have separate accounts and may not pool or combine points with other dentists (even if they are within the same group practice).

(C) We may make changes to the Rewards Program and the terms of these Program Rules at any time. For example, We may change how You earn points, change how You use or redeem points, change what You can get with Your points, or change these Program Rules.

(D) We may temporarily prohibit You from earning points, using points You already earned, or using any features of the Rewards Program.

(E) We may supplement these Program Rules with additional terms, conditions, disclosures, and agreements that will be considered part of these Program Rules. We have no other obligation with respect to the Rewards Program beyond those described in these Program Rules.

(F) Use of Your information under these Program Terms is subject to Our Privacy Policy, available here <http://versah.com/privacy-policy/> (as the Privacy Policy may be modified from time to time as set out in that Privacy Policy).

## **2. Notice of Changes**

(A) From time to time, we may need to make changes to the Rewards Program and these Program Rules. We will give you 30 days' notice of the following types of changes to the Rewards Program or these Program Rules:

- (1) If We change how You earn points.
- (2) If We limit the number of points You can earn.
- (3) If We change what You can get with Your points.
- (4) If we cancel the Rewards Program.

(B) We will send this notice to You electronically by email or, if available, through Our official shopping or customer account portal accessible from Our Website.

(C) We will give You notice of other changes to the Rewards Program or these Program Rules by posting an updated copy of these Program Rules at Our Website, electronically by email or, if available, through Our official shopping or customer account portal accessible from Our Website.

## **3. How You Can Earn Points**

(A) You will earn points when You or Your Authorized Buyer make Eligible Purchases directly from Us either by phone or through Our official online store, minus any returns, credits or adjustments that are not payments.

(B) You will not earn points under this Rewards Program on purchases you make from distributors or resellers, shipping, interest (accrued on late payments), or unauthorized or fraudulent charges.

(C) You will earn points as follows:

(1) 100 points for each DENSAH® Bur purchased.

(2) If You refer a new customer to Us, You will earn 100 points for each of the DENSAH® Burs purchased by this new customer during his or her first order (minus any returns, credits, adjustments, shipping, interest, and other restrictions noted in these Program Rules). The new customer must expressly inform Us that You referred him or her to Us prior to completing the order. If the new customer joins the Rewards Program, he or she will also earn points on the first order.

(D) Points may only be earned on Eligible Purchases.

#### **4. Other Information About the Earning and Availability of Points**

(A) Points are calculated on a daily basis and can be redeemed starting on the next business day after they are earned. Points are calculated based on the Eligible Purchases made, minus any returns, credits, or adjustments

(B) If You have more returns or refunds than points earned from Eligible Purchases, then points will be deducted from Your total point balance and may result in a negative point balance.

(C) You will see points You earned on Your invoice(s). You may also call Us to request Your point balance. We may also, if available, display Your points balance through Our official shopping or customer account portal accessible from Our Website.

#### **5. How You Can Use Your Points**

(A) You may use Your points to redeem for any DENSAH® Burs. You may not use points for any applicable sales/use taxes, fees, surcharges, shipping and handling charges, or a payment of any obligation to Us.

(B) You are responsible for how points are used, including if You allow Authorized Buyers to access and redeem Your points. Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.

(C) To use Your points, minimum and maximum amounts may apply. We will let You know about any minimum or maximum amounts before You use Your points.

(D) We are not responsible for replacing lost, stolen or damaged items redeemed under this Rewards Program. We are not responsible for any unauthorized use of Your points.

## **6. Circumstances Where You Could be Prohibited From Earning or Using Points**

(A) We may temporarily prohibit You from earning points or using points You already earned if:

(1) You have funds outstanding to Us.

(2) If We reasonably suspect that You or Your Authorized Buyer engaged in fraudulent activity related to Your account or the Rewards Program.

(3) If We reasonably suspect that You have misused the Rewards Program in any way or that You have made misrepresentation to Us.

(B) You can begin earning and using points again after Your account becomes current or when We no longer suspect fraud or misuse of Your account or the Rewards Program.

## **7. Circumstances Where You Could Lose Your Points**

(A) Your points do not expire as long as You have made a purchase from Us within a 36 month period, however, You will lose all your points if:

(1) You do not make any purchases from Us within a 36 month period.

(2) We close Your account for any of the following reasons: (i) We terminated Your account for a material breach or for failure to make payments as required in the applicable terms and conditions governing Your purchase; (ii) You fail to comply with these Program Rules or with any agreement You have with Us; (iii) We reasonably believe You may be unwilling or unable to pay Your debts on time; (iv) You (or a creditor or another third party) file for bankruptcy or dissolution of Your practice; (v) You become incapacitated or unable to make decisions on Your own behalf; (vi) We reasonably believe that You or Your Authorized Buyer engaged in fraudulent activity related to Your account or the Rewards Program; (vii) We reasonably believe that You have misused the Rewards Program in any way or that You have made misrepresentation to Us; or (viii) You, Your Authorized Buyer, or any member of Your group practice (a) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or private contractor, or (b) is under investigation by the Office of Inspector General, the Department of Justice, or another federal or state regulator in connection with a criminal offense related to the federal or state healthcare programs.

(B) If We close Your account, all points will be forfeited and no further points can be accumulated.

(C) If We decide to cancel the Rewards Program, We will give You at least 30 days from the date We cancel the Rewards Program to use Your points. If You do not use Your points during that time You will lose them.

(D) We will not reinstate points You lose, unless We made an error.

## **8. Other Important Information You Should Know About the Points and this Rewards Program**

(A) We reserve the right to approve, deny, or revoke participation in this Rewards Program for any reason, in our sole discretion.

(B) Points are not Your property and have no cash value until redeemed for rewards under this Rewards Program. Points earned under this Rewards Program cannot be combined with any other rewards program. You cannot transfer or move points unless expressly provided for in these Program Rules. Points cannot be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce or dissolution of your group practice.

(C) You are responsible for any tax liability, including disclosure requirements, related to participating in the Rewards Program. Please consult with Your tax advisor if You have any questions.

(D) We may assign Our rights and obligations under these Program Rules to a third party, who will then be entitled to any of Our rights that We assign to them. For example, We may do this in the event We open a new entity, We merge with another entity, or another entity purchase Us or all of Our assets.

(E) We are not responsible for any disputes You may have with any Authorized Buyers on Your account about the Rewards Program or any member of Your group practice.

(F) WE AND OUR THIRD PARTY SERVICE PROVIDERS AND OUR AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, THOSE OF MERCHANTABILITY, FITNESS FOR INTENDED USE OR A PARTICULAR PURPOSE AND OTHERWISE ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING OR COURSE OF PERFORMANCE. You release Us, Our third party service providers, and Our and their respective affiliates, directors, officers, employees, agents and contractors for all activity in connection with this Rewards Program, including but not limited to, use of the Rewards Program, and any redemption for or purchase of products through the Rewards Program.

(G) You agree to indemnify and hold Us and Our third party service providers and all of Our and their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, reasonable cost actually incurred, or reasonable expense actually incurred of any kind (including reasonable attorneys' fees) arising from You or an Authorized Buyer's: use of this Rewards Program, any fraud or misuse of this Rewards Program, violation of these Program Rules and/or violation of any applicable law or the rights of any third party.

(H) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) ARISING OUT OF OR RELATING TO THESE PROGRAM RULES OR THE REWARDS PROGRAM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(I) You will comply with all applicable laws in connection with product pricing, including all standards applicable to disclosure and reporting the existence and terms of any discounts to Medicare, Medicaid or other Federal or State health care programs in accordance with 42 C.F.R. § 1001.952(h)(1), as may be applicable. If You are a buyer that reports costs on a cost report required by the U.S. Department of Health and Human Services or a State health care program, You agree to comply with all applicable disclosure requirements related to discounts, cost reporting, and other applicable requirements, including as specified in 42 C.F.R. § 1001.952(h)(2)(ii)(B), as may be modified from time to time.

(J) The Rewards Program is void where prohibited by federal, state, or local law.

(K) All questions concerning the validity, interpretation and performance of these Program Rules or this Rewards Program will be governed in all respects by and decided in accordance with the laws of the State of Michigan, without regard to any conflicts of laws principles thereof. You and We agree on behalf of yourself and ourselves and any person claiming by or through You or Us that the exclusive jurisdiction and venue for any action or proceeding arising out of or relating to these Program Rules or this Rewards Program will be an appropriate state or federal court located in Oakland County, Michigan. You and We irrevocably waive, to the fullest extent allowed by applicable law, the defense of an inconvenient forum in any such action or proceeding.

(L) Our failure or delay in the exercise of any right, power, or privilege under these Program Rules will not operate as a waiver of such right, power, or privilege. Our waiver of any of the provisions of these Program Rules will not constitute a waiver of any other provision (whether or not similar) and such waiver will not constitute a continuing waiver unless otherwise expressly provided.

(M) If any provision of these Program Rules is held to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, then You and We will substitute for such provision a legal, valid and enforceable provision which attempts to obtain the same result as the provision declared illegal, invalid or unenforceable. Any remaining provisions of these Program Rules will remain in full force and effect.

(N) Nothing express or implied in these Program Rules is intended to confer, nor shall anything in these Program Rules confer, upon any person other than You, Us, or our respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## **9. Communications**

We may send communications about this Rewards Program to You at the e-mail address We have on file for You or, if available, through Our official shopping or customer account portal accessible from Our Website