



348 NORTH MAIN ST. | ANDOVER MA. 01810 | 978.409.0850

## VAIN Medi Spa Terms & Conditions

Last Updated: January 20, 2023

Please read these terms and conditions carefully before using Our Service.

### INTERPRETATION & DEFINITIONS:

#### INTERPRETATION

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### DEFINITIONS

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Account** means a unique account created for You to access our Service or parts of our Service.

**Country** refers to: Massachusetts, United States

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to VAIN Academy PC, 348 N. Main St., Suite B, Andover, MA 01810.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

**Goods** refer to the items offered for sale on the Service.

**Orders** mean a request by You to purchase Goods from Us.

**Promotions** refer to contests, sweepstakes or other promotions offered through the Service.

**Service** refers to the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**Website** refers to VAIN Academy, accessible from <https://vainmedispa.com/>

### ACKNOWLEDGEMENT:

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### CANCELLATIONS:

At VAIN Medi Spa, our goal is to provide quality services in a timely manner. We have implemented a late arrival, no show, and cancellation policy which enables us to better utilize available appointments for our patients. At the time of booking on Zenoti, patients are required to add a card on file. If the patient does not show for an appointment they will be charged a \$125 "No Show/Cancellation Fee". If the patient fails to notify VAIN Medi spa within 48 hours of their appointment, they are also subject to a \$125 "No Show/Cancellation Fee".

We do understand emergencies may happen and prior notice may not be able to be given. Consideration will be given at VAIN Medi Spa's discretion.

If the patient's appointment is canceled by VAIN Medi Spa, then the patient is not subject to this charge.

**Late Arrivals for Office Visits:** We understand unforeseeable events pop up from time to time. We kindly request you to inform us if you are running late or you are unable to make your appointment. We recommend arriving 10 minutes prior to your appointment time in order to ensure all paperwork is completed. Depending on the service you are booked for, we may not be able to accommodate your treatment if you are more than 15 minutes late. VAIN Medi Spa may recommend that you reschedule your appointment if there is not enough time to complete the procedure. The \$125.00 "No Show/Cancellation Fee" still applies for late arrivals past 15 minutes as we do miss the opportunity to schedule another appointment in your time slot with such short notice.

- No Show/Cancellation Fee: \$125.00

We appreciate your cooperation and understanding of our office policies.

**How to cancel or reschedule your appointment at VAIN Medi Spa:**

Zenoti patient mobile app, Call or Text 978.409.2230 or email [Kate@vainmedispa.com](mailto:Kate@vainmedispa.com)

### PROMOTIONS:

Any Promotions made available through the Service may be governed by rules that are separate from these Terms.

If You participate in any Promotions, please review the applicable rules as well as our Privacy policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

### USER ACCOUNTS:

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

### INTELLECTUAL PROPERTY:

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

### YOUR FEEDBACK TO US:

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

### LINKS TO OTHER WEBSITES:

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### TERMINATION:

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

### LIMITATION OF LIABILITY:

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### "AS IS" AND "AS AVAILABLE" DISCLAIMER:

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

### GOVERNING LAW:

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

### DISPUTES RESOLUTION:

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

### FOR EUROPEAN UNION (EU) USERS:

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in. Goods can not be consumed by European residents. Sales are not permitted overseas. All Goods are FDA approved only.

### UNITED STATES FEDERAL GOVERNMENT END USE PROVISIONS:

If You are a U.S. federal government end user, our Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101.

### UNITED STATES LEGAL COMPLIANCE:

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

### SEVERABILITY & WAIVER:

#### SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.