

# Terms and Conditions

*Last updated: February 23, 2023*

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.skinwellness.com/shop/> website (the "Service") operated by Skin Wellness Dermatology ("us", "we", or "our"). Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

## Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. **Availability, Errors and Inaccuracies** We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. 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 and Conditions, the Promotion rules will apply.

## Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically

renew under the exact same conditions unless you cancel it or Skin Wellness Dermatology cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Skin Wellness Dermatology customer support team. A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Skin Wellness Dermatology with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Skin Wellness Dermatology to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Skin Wellness Dermatology will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice. Services must be used within the month in which they are paid, or the service will be forfeited.

## **Fee Changes**

Skin Wellness Dermatology, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle Skin Wellness Dermatology will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## **Refunds**

Certain refund requests for Subscriptions may be considered by Skin Wellness Dermatology on a case-by-case basis and granted in sole discretion of Skin Wellness Dermatology.

## **Accounts**

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Skin Wellness Dermatology and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States 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 Skin Wellness Dermatology.

## **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by Skin Wellness Dermatology. Skin Wellness Dermatology has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Skin Wellness Dermatology 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 use of or reliance on any such content, goods or services available on or through any such third-party 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 and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. All subscriptions to Service are a twelve-month commitment and will continue to run until expressly cancelled by the subscriber.

### **The following fee structure will be made effective if Service is terminated:**

- \$35/month for the remainder of the year if cancelled before the date of the one year sign up anniversary
- Terminations fees will be billed to subscriber via mailed invoice and must be paid in full before any further services can be schedule with any provider at Skin Wellness Dermatology.
- Extenuating circumstances will be considered on a case-by-case basis.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless Skin Wellness Dermatology and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

## **Limitation Of Liability**

In no event shall Skin Wellness Dermatology, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive

damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Skin Wellness Dermatology its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Skin Wellness Dermatology offers licensed professional aestheticians dedicated to helping you achieve your skin care goals. In the event your preferred aesthetician is not available, you will be scheduled with another one of our aesthetic skin experts. While we try our best to accommodate each and every request, please understand your request is subject to availability. Please also note, because appointments are in high demand, if you cancel an appointment the same day, you are subject to a \$50.00 cancellation fee.

## **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you. Governing Law These Terms shall be governed and construed in accordance with the laws of Alabama, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## **Contact Us**

If you have any questions about these Terms, please contact us at [info@skinwellness.com](mailto:info@skinwellness.com) or call 205.871.7332.