

**Updated 12/24/23.**

## **Terms and Conditions**

This document constitutes an agreement between the user and [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com), a website operated by Beyond Charms and Curves Medical Inc. (referred to as Beyond Charms & Curves). By accessing and using [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com), you are accepting and agreeing to comply with the terms, conditions, and notices stated herein. It is recommended that you carefully read and retain a copy of these terms for future reference.

[www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) is a blog site that offers a variety of web pages, including information on medical aesthetics procedures, skin care, professional facials, booking procedures, and the sale of services and skin products.

## **Privacy**

The use of [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) is subject to the privacy policy of Beyond Charms & Curves (Beyond Charms and Curves Medical Inc), which governs the website and informs users about the collection and use of their data.

## **Electronic Communications**

When visiting [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) or sending emails to Beyond Charms & Curves, you acknowledge that such actions constitute electronic communications. By doing so, you agree that any agreements, notices, disclosures, or other communications provided to you electronically via email or on the website satisfy the legal requirements of written communication.

## **Your Account**

If you choose to use this site, it is your responsibility to maintain the confidentiality of your account and password, restrict access to your computer, and take full responsibility for all activities using your account. You cannot assign or transfer your account to another person or entity. Beyond Charms & Curves and its affiliates reserve the right to refuse or cancel service, terminate accounts, or edit or remove content at their sole discretion.

## **Children Under Thirteen**

Beyond Charms & Curves does not knowingly collect personal information from individuals under thirteen, whether online or offline. Individuals under the age of 18 may only use [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) with the permission and supervision of a parent or guardian.

## **Cancellation/Refund Policy**

Due to the nature of the services and products offered, Beyond Charms & Curves does not provide refunds under any circumstances. However, any unused payments can be applied to other company services. You acknowledge and accept this no-refund policy by purchasing our services and products.

### **Links to Third-Party Sites/Third-Party Services**

www.beyondcharmscurves.com may contain links to other websites. These linked sites are beyond the control of Beyond Charms & Curves, and the company is not responsible for the content they contain. The links do not imply endorsement by Beyond Charms & Curves or association with the operators of those sites. Certain services accessible through www.beyondcharmscurves.com may be provided by third-party sites or organizations. By using these services, you acknowledge and consent to Beyond Charms & Curves sharing information and data with third parties with whom the company has contractual relationships.

### **No Unlawful or Prohibited Use/Intellectual Property**

By accessing and using www.beyondcharmscurves.com, you are granted a non-exclusive, non-transferable, and revocable license to use the website strictly by the terms of use outlined here. You agree not to use the site for any unlawful or prohibited purpose. Furthermore, you may not use the site in any way that could damage, disable, overburden, impair its functionality, or interfere with the enjoyment and use of the site by other parties. Any site that obtains materials or information through unauthorized means is strictly prohibited. All content on the site, including text, graphics, logos, images, software, and their compilation, is the property of Beyond Charms & Curves or its suppliers and is protected by copyright and other intellectual property laws. You must respect all copyright and proprietary notices and not make unauthorized changes to the content. Modifying, publishing, transmitting, reverse engineering, creating derivative works, or exploiting any part of the content found on the site is strictly prohibited. Beyond Charms & Curves' content is not eligible for resale. Your use of the site does not grant you any licenses, express or implied, to the intellectual property of Beyond Charms & Curves or their licensors, except as expressly authorized by these terms.

### **Third-Party Accounts**

If you connect your Beyond Charms & Curves account with third-party accounts, you acknowledge and consent to release your information to others, according to your privacy settings on those third-party sites. If you do not wish your information to be shared this way, it is advised not to use this feature.

### **International Users**

The services provided by Beyond Charms & Curves are controlled and operated from offices within the U.S.A. If you access the services from outside the U.S.A., you are responsible for

compliance with local laws. By using [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) in any country or manner prohibited by applicable laws, restrictions, or regulations, you agree not to access or use the content provided by Beyond Charms & Curves.

### **Liability Disclaimer**

While every effort is made to maintain accuracy, the information, software, products, and services offered on the site may contain inaccuracies or typographical errors. Beyond Charms & Curves and its suppliers reserve the right to make improvements and changes to the site at any time. Beyond Charms & Curves and its suppliers make no representations regarding the suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services, and related graphics provided on the site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided on an "as is" basis, without warranty or condition of any kind. Beyond Charms & Curves and its suppliers disclaim all warranties and conditions regarding this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. To the maximum extent permitted by applicable law, Beyond Charms & Curves, Medical Inc. and/or its suppliers are not liable for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever, including but not limited to damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of the site, the delay or inability to use the site or related services, the provision or failure to provide services, or any information, software, products, services, and related graphics obtained through the site. This applies regardless of whether the damages are based on contract, tort, negligence, strict liability, or any other legal theory, even if Beyond Charms and Curves, Medical Inc., and/or its suppliers have been advised of the possibility of damage. The above limitation may not apply to you in jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages. If you are dissatisfied with any portion of the site or these terms of use, your sole and exclusive remedy is to discontinue using the site. Class Action Waiver: Any arbitration conducted by these Terms and Conditions shall be limited to the individual level; the participation of multiple parties and the pursuit of class, representative, or collective actions are strictly prohibited. The parties involved acknowledge that a party may only bring claims against the other party in an individual capacity and not as a representative or member of a putative class, collective, or representative proceeding, such as a legal action brought by a private attorney general against the other party. Furthermore, unless mutually agreed upon by both parties, the arbitrator shall not be authorized to consolidate claims from multiple individuals or preside over any form of representative or class proceeding.

### **Indemnification**

By using or being unable to use the site or services, posting any content on the platform, violating any terms of this agreement, or infringing upon third-party rights, you agree to indemnify, defend, and hold Beyond Charms & Curves, its officers, directors, employees, agents,

and third parties harmless from any losses, costs, liabilities, and expenses, including attorney's fees. Beyond Charms & Curves reserves the right, at its own expense, to assume exclusive defense and control over any matter subject to your indemnification, and you shall fully cooperate in asserting any available defenses.

### **Arbitration**

Should the parties be unable to resolve any dispute arising from or relating to these Terms and Conditions, whether based on contract, tort, or any other legal or equitable theory, for damages or any other form of relief, said dispute shall be exclusively and finally resolved through binding arbitration, as prescribed under the Federal Arbitration Act. This arbitration will be conducted by a single impartial arbitrator and administered by either the American Arbitration Association or a similar arbitration service chosen by the parties in a location agreed upon by both parties. The arbitrator's decision shall be final and may be enforceable in any court with jurisdiction. The prevailing party in any legal action or proceeding arising from these Terms and Conditions shall be entitled to recover costs and reasonable attorney's fees. The parties hereby consent to arbitration of all disputes and claims regarding these Terms and Conditions, whether directly or indirectly, including tort claims arising from these Terms and Conditions. The parties acknowledge that the Federal Arbitration Act governs the interpretation and enforcement of this clause. The arbitrator shall have the authority to make determinations concerning the entire dispute, including the scope and validity of this arbitration provision. This provision shall survive the termination of these Terms and Conditions.

### **Termination and Access Limitation**

Beyond Charms & Curves reserves the sole right, at its discretion, to terminate your access to the website and its associated services, or any portion thereof, without prior notification. By the laws of the State of California, you hereby consent to the exclusive jurisdiction and venue of courts located in California for all disputes arising from or connected to the use of the website. The unauthorized use of the website in any jurisdiction that does not uphold all provisions of these terms, including this section, is prohibited.

You acknowledge that this agreement and your website use do not establish a joint venture, partnership, employment, or agency relationship between you and Beyond Charms & Curves. The performance of this agreement by Beyond Charms & Curves is subject to existing laws and legal processes, and it does not impede Beyond Charms & Curves' right to comply with governmental, court, and law enforcement requests or requirements concerning your use of the website, or the information acquired by Beyond Charms & Curves about such use. If any part of this agreement is deemed invalid or unenforceable, it will be replaced by a valid and enforceable provision that most closely reflects the original intention, while the remaining provisions of the agreement will continue in effect.

Except as explicitly stated, this agreement constitutes the entire agreement between the user and Beyond Charms & Curves concerning the website, superseding all previous electronic, oral, or written communications and proposals between the user and Beyond Charms & Curves regarding the website. A printed version of this agreement and any electronically transmitted notices will be considered admissible in judicial or administrative proceedings relating to this agreement, on par with other business documents and records originally generated and maintained in printed form. The parties expressly desire this agreement and all associated documents to be written in English.

### **Changes to the Terms**

Beyond Charms & Curves retains the exclusive right, at its sole discretion, to modify the terms under which [www.beyondcharmscurves.com](http://www.beyondcharmscurves.com) is provided. The most up-to-date version of the Terms will prevail over all prior versions. Beyond Charms & Curves encourages you to review the Terms periodically to stay informed of any updates.

### **Contact Information**

Beyond Charms & Curves appreciates any inquiries or feedback regarding the Terms. You can reach us at the following address:

Beyond Charms and Curves Medical Inc

1831 Truxtun Ave. Suite 114/115

Bakersfield, CA. 93301

Email address: [beyondcharmsandcurves@gmail.com](mailto:beyondcharmsandcurves@gmail.com)

Telephone number: (661)489-1019

Effective starting from December 23, 2023.