

SIMON OURIAN M.D.

Subscription
Terms & Conditions

2023

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Residents of the State of California, see our California Consumer Privacy Act Disclosures [here](#).

Subscription products

By placing an order through SOMD subscription option you agree to be bound by the following terms and conditions. These subscription Terms and Conditions ("ST&Cs") apply in addition to our General Terms and Conditions ("GT&Cs") for your product subscriptions via the online shop www.simonourianmd.com (the "Online Shop") of Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland, telephone: +41 44 585 75 65, e-mail address: concierge@simonourianmd.com. Please ensure that you read them carefully before signing up. In the event that there is any conflict between these ST&Cs and T&Cs, the ST&Cs shall prevail.

The ST&Cs apply only when you purchase a product subscription. If you decide to purchase products on a single purchase basis, the ST&Cs are not applicable. In this case the GT&Cs remain applicable.

1. General

1. To create a subscription order of products (as defined in Section 2 below) you need to register for a personal account via the Online Shop. Your subscription(s) and participation in the subscription program is personal to you, and you may not assign or transfer your subscription or any of the benefits to any third party without our prior authorization. Information on the processing of your personal data in connection with your subscription are set out in our Data [Privacy Statement](#).
2. All returns under subscription orders are subject to the Beyond Beauty Club GmbH [Returns Policy](#). Your statutory right to withdraw from the contract remains unaffected thereby. Information on your statutory right to withdraw from the contract are set out in the [T&Cs](#).

2. Benefits and eligible products

1. Subscription products offer a discount off the purchase price for regularly scheduled deliveries of eligible SOMD products ("Benefits").
2. Some of the offer details may change as you receive deliveries over time (e.g., price, taxes, availability, shipping charges). If the subscription discount percentage or any offer details change for a subscription product, Section 7 below applies.

3. Subscription Purchases

1. To create a new subscription you need to do a skin analysis and add personalized products into cart. By submitting the order with a subscription, as described in the T&Cs and thereby selecting the subscription option, you are subscribing to order the same products regularly in accordance with the

selected delivery schedule. Before submitting your order and subscription, you have the opportunity to correct input errors. We will confirm receipt of each order and the subscription by e-mail immediately after the respective order and subscription have been received.

2. Once you have made a subscription, it will automatically create a new order according, until you cancel or change the subscription.
3. You will be sent an e-mail at the address associated with your account confirming for each shipment that we have dispatched the subscription products to you ("Dispatch Confirmation").
4. Each subscription order constitutes a separate offer from you to purchase a subscription product. The purchase contract for each subscription product is concluded when the product is dispatched to you, and you receive a Dispatch Confirmation.
5. If any subscription product is not available on the date it is scheduled to be dispatched to you, you will be notified of the delay without undue delay, and we will attempt to fulfil the order within two weeks of the original dispatch date. If the subscription product becomes available during that two-week period, it will be dispatched to you without any further action required by you. If the subscription product does not become available during that two-week period, we will reject your order and reimburse to you any pre-paid fees for such unavailable subscription product. Delay due to non-availability of any subscription product will not affect the subscription discount applicable to any other subscription you may have or to future orders under the same subscription.
6. If any problems arise with your delivery address, website account or payment method, which we are unable to address, we will notify you via e-mail using the e-mail address associated with your subscription. Your subscription(s) will be automatically placed on hold. No additional subscription orders will be processed or dispatched until the problem is resolved.
7. The contracting party is Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zürich.
8. The contract is stored by us after its conclusion; however it is no longer accessible to you. In the order and subscription confirmation sent by us, the ST&Cs in their version in force at the time of placing the order and subscription and the contents of the contract are reproduced on a durable medium. We recommend that you keep a record of these for future reference. In addition, these ST&Cs continue to be available in our Online Shop in their then current version.

4. Prices, Payments, Delivery and Shipping Costs

1. The charge for each subscription order shipment will be billed to the payment method used to create your subscription or as otherwise directed by

you. Further information on prices, payments, delivery, and shipping costs are set out in the Online Shop and in the GT&Cs.

2. If we are unable to complete your subscription order with the payment method you used to create your subscription, we will update your subscription with another payment method in your account and charge the payment method for your subscription order if you have authorized us to do so.

5. Termination or Modification of your subscription(s)

1. Your subscription will remain in effect until it is cancelled.
2. You may modify, cancel or pause your subscription(s) at any time by logging into your personal account and clicking 'Your Subscription'. Modification, cancelation or pausing of your subscriptions will not affect subscription orders for which you have already received a Dispatch Confirmation.
3. All modifications, cancellations and pausings of subscription(s) must be made by the customer in the personal account by clicking on 'Your Subscription'. Beyond Beauty Club GmbH takes no responsibility for modifications, cancellations or pausings subscriptions by e-mail or telephone request.
4. We may, in our sole discretion, terminate your subscription(s) at any time without notice. Terminations will not affect subscription orders for which you have already received a Dispatch Confirmation.
5. If subscription(s) are terminated, you will only be charged for the subscription orders of which you have already received a Dispatch Confirmation. No further subscription orders for the particular subscription(s) will be placed.

6. Amendments, Updates & Changes

1. Beyond Beauty Club GmbH reserves the right to change the subscription products, the benefits, including the discount amounts and eligibility used to determine discount amounts, at any time in its sole discretion. All changes will apply to future subscriptions. With respect to current subscriptions, we will notify you of any changes with three months' notice via your account and/or e-mail. Changes shall be deemed approved if you do not object to them in text form (e.g. e-mail) within six weeks of the notification of the respective change. We will specifically point this consequence out when notifying you of the change.
2. We may, in our sole discretion, change these ST&Cs at any time with effect to future subscriptions. The current version published on our website shall apply to future subscriptions. With respect to current subscriptions, Section 1, sentences 3-5 apply accordingly.

7. Miscellaneous

1. Should individual provisions of these ST&Cs prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining parts of the ST&Cs.