

# SIMON OURIAN M.D.

## Terms and Conditions

2024

Terms and Conditions valid from 1st of February 2024

Beyond Beauty Club GmbH

## I. General Terms and Conditions

### 1. Scope

- These Terms and Conditions (the "T&Cs") apply to all Orders placed by a customer (the "Customer" or "you") and all purchase agreements concluded via the online shop [simonourianmd.com](https://simonourianmd.com) (the "Online Shop") operated by Beyond Beauty Club GmbH of Giesshübelstrasse 62D, 8045 Zurich, Switzerland;  
Phone: +41 43 437 33 55; Email: [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com) ("SOMD", "we", "our" or "us") which orders and purchase agreements are made with us.
- Our Online Shop is aimed exclusively at consumers. A consumer is any natural person who is acting for purposes which are not related to his or her trade, business or profession. Products sold via the Online Shop are for personal use only and not for resale or other commercial or non-domestic purposes.
- Please note that the majority of our products are personalised for you, by having your name UV printed on the product in a permanent manner before delivery to you, and those personalised products may not be returned by you for a price refund unless they are defective or incorrect in some manner.

### 2. Conclusion of the Contract

- Contracts are concluded in English. The seller is Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland.
- Displaying the products in our Online Shop does not constitute an offer for the conclusion of a purchase agreement. By clicking on the button "Order now and pay" you are placing an order for the item(s) in the shopping cart (the "Order"). Before submitting your Order, you have the opportunity to correct input errors by returning to the previous page or by clicking on the "Change order" button in the order overview. We will confirm receipt of the Order by email immediately after the Order is sent. A binding contract is concluded only upon your receipt of the Order confirmation.
- The Order confirmation sent by us will include the GT&Cs and all of the other details of your purchase agreement. We recommend that you keep your Order confirmation for future reference.

### 3. Prices, Delivery and Delivery Charges

- The prices stated at the time of ordering in our Online Shop apply. All prices quoted in the Online Shop are in GBP, EUR, CHF or USD., depending on your location. The prices quoted on our platform are final Prices and include any applicable taxes.
- The delivery will be sent to the delivery address specified by you. We deliver internationally.
- We apply a delivery charge to each Order. We will show you the amount of the delivery charge before you place your Order.
- The goods shall only be sent following receipt of the full purchase price. We may use third parties to process and deliver the goods. Delivery is made and risk is transferred to you by the physical delivery of the product to you or to any third party designated by you, other than to a delivery service used by us.
- If you are a resident of the Netherlands, the goods shall be sent following receipt of at least 50% of the full purchase price. We are entitled to commission third parties to process and deliver the goods.

- We will show you the standard delivery times before you place your Order all of which are less than 30 days from order. We hold stocks to meet reasonably anticipated demand, but all orders are subject to availability and we reserve the right to cancel orders for any products which cease to be available for any reason.
- We may cancel an order before the products are delivered for any reason including due to an event outside our control, or due to the unavailability of stock, limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the product. If this occurs, we will contact you to let you know and will fully refund the payment you have made for the products

#### **4. Payment Terms**

- We accept credit cards as payment method.
- If you choose to pay by credit card, we will charge your credit card account.

#### **5. Late Payment & Debt Recovery**

- In the event of late payment of any part of the price for product purchases under a subscription or single purchase orders, the customer shall be liable for a late payment recovery cost in addition to the outstanding amount of the price.
- Late payment is defined as payment not received within fifteen (15) days from the due date as specified in the purchase- or subscription agreement.
- In case of late payment, we reserve the right to temporarily suspend your account.
- In case of persistent late payment we reserve the right to permanently close your account.
- You shall also be liable for any further costs incurred in the debt collection process, such as but not limited to legal fees, collection agency fees, and court costs.

#### **6. Right of Withdrawal**

- Refunds are not available for personalised products due to their customised nature or for products which are delivered by you sealed and which are unsealed after delivery, including any cosmetic or skincare products as these are not suitable for return for health and hygiene reasons. These products are identified by being formulated specifically for you and will be marked as such on the packaging.. Once an order for a personalised product has been placed and confirmed by us, it cannot be cancelled or the price refunded (unless the delivered product is defective or incorrect in some manner).
- For non-personalised products Beyond Beauty Club offers an unconditional product refund guarantee for a period of fourteen (14) days from the date of your receipt of the products. The refund will be made once the returned product has arrived at Beyond Beauty Club and has been processed. This product refund guarantee does not affect your statutory rights.
- If any product (whether or not a personalised product) is damaged or defective upon delivery to you, you may return that product within 14 days of receipt at our cost and receive either a replacement or a refund at your choice. This does not affect your statutory rights.

#### **7. Defects, Customer Service, Liability**

- It is our responsibility to supply products to you that meet your consumer rights, and if you have any concerns about a potentially defective or incorrect product or that we have otherwise not met our legal obligations please contact us by emailing [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com).
- We will not be liable to you, whether in contract, tort (including negligence), or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of any failure by us to comply with these GT&Cs.

- We do not exclude or limit our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or any other liability which may not lawfully be excluded or limited under applicable law.
- Subject to the above, our aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same cause.
- This clause 7 does not affect your statutory rights as a consumer, nor does it affect your cancellation rights. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or in addition, such limitations of liability shall not apply if and to the extent SOMD has assumed a specific guarantee.
- Sections 7.3 and 7.4 shall apply accordingly to SOMD liability for futile expenses.
- [The aforementioned limitation of liability also applies to the personal liability of our employees, managing directors and vicarious.]
- For residents of France or Italy: The aforementioned limitations of liability do not apply to contracts concluded with residents of France or however, we are not liable in case of damages resulting from your fault or in case of an unforeseeable or insurmountable act of a third party to the contract, or in case of a force majeure event.
- Product descriptions are available on our Online Shop. We may change the composition, characteristics, or selection of the products offered for sale on our Online Shop and their presentation or packaging, but any such changes shall not apply retroactively to orders submitted prior to their introduction. The images of products on our Online Shop are for illustrative purposes only: the shape, colour and size of the products delivered to you may vary from the examples shown on our Online Shop and such variations do not constitute a product defect.

## 8. Representations and Warranties for residents of the United States of America

- SOMD makes no representations or warranties of any kind, express or implied, as to the products included in and sold via our online shop. To the maximum extent permitted under applicable law, SOMD disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and noninfringement, and there are no warranties, express or implied, which extend beyond the description of the merchandise contained on our order confirmation. SOMD will not be liable for any damages of any kind arising from the use of the online shop, including but not limited to direct, indirect, incidental, punitive, and consequential damages. You may also have other rights which vary from state to state.

## 9. Statutory Warranty of Conformity and Hidden Defects for residents of France

- If you are a resident of France, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity in accordance with Articles 217-4 and following the French Consumer Code as follows.
- Any Order is also covered by the statutory warranty against hidden defects provided for by Articles 1641 and following of the French Civil Code.
- If you have any questions about a defect or if you wish to settle a claim for defects, or more generally for any question you may have or information you may need in relation with the items or the Order, you can contact Customer Service by emailing [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com).

## 10. Statutory Warranty of Conformity and Hidden Defects for residents of Belgium

- If you are a resident of Belgium, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity in accordance with Articles 1649bis to 1649octies of the Civil Code (Burgerlijk Wetboek) as follows.
- Any Order is also covered by the statutory warranty against hidden defects provided for by Articles 1641 to 1649 of the Civil.

## 11. Statutory Warranty of Conformity for residents of Italy

- If you are a resident of Italy, and in case there is a lack of conformity appearing within twenty-four (24) months of delivery of the items, you are entitled to a statutory warranty of conformity provided that you inform us about the defect within two (2) months from the day the defect becomes evident.
- If you have any questions about a defect or if you wish to settle a claim for defects, or more generally for any question you may have or information you may need in relation with the items or the Order, you can contact Customer Service by emailing [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com).

## 12. [Manufacturer] guarantee for electrical devices

- As a manufacturer, we guarantee for a period of 12 months from the date of purchase that any electrical device purchased directly from us on our Online Shop has no manufacturing-related material or processing defects. During the warranty period, we will remedy all manufacturing-related material or processing defects free of charge by repairing or replacing the device at our discretion. This guarantee applies within the United Kingdom and European Union. This guarantee does not affect your statutory rights.
- This guarantee does not apply to defects that can be traced back to a failure to observe the instructions for use, improper use or improper handling, normal wear and tear, unauthorized product changes, environmental incidents or the use of force.
- To make use of the guarantee, please send the device following written confirmation from SOMD with the original purchase receipt / invoice to:
  - ▶ United Kingdom - Farfill E-Commerce Fulfillment Partners Limited, c/o Beyond Beauty Club, Unit 2, Canberra House, Rowley Road, Coventry, CV3 4FR United KingdomIf you have any inquiries regarding the handling of your electric devices, please don't hesitate to reach out to our customer service team via email at [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com).

## 13. Data Protection

We process the personal data which you provide to us for the purposes of your Order and related purposes. Please see our Data Privacy Statement for further information about our data processing operations and your data subject rights.

## 14. Miscellaneous

- References in these GT&Cs to writing or written shall include emails.
- Should any individual provisions of these T&Cs prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining parts of the T&Cs.
- SOMD may assign rights and claims arising from or in connection with any purchase agreement to a third party. In this case, the Customer will be informed in advance in writing.
- All orders and purchase agreements between the Customer and SOMD, including these T&Cs, are subject to SWISS law to the exclusion of international private law. Please see below for some exceptions:
  - The United Nations Convention on Contracts for the International Sale of Goods does not apply.

- If you are resident of the United Kingdom, France, Belgium, Poland or Italy then (i) you may nevertheless benefit from all the mandatory provisions of the applicable local law and (ii) any dispute arising under these GT&Cs shall be subject to the exclusive jurisdiction of the courts of your place of residence or domicile.
- The European Commission provides a platform for online dispute resolution (OS Platform), which can be accessed at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). However, SOMD is not obligated to participate in dispute resolution procedures before a consumer conciliation body and is not willing to do.
- Statements made about products have not been evaluated by the U.S. Food and Drug Administration (FDA), the European Commission or any other government regulatory authority and the results reported, if any, may not necessarily occur in all individuals. The statements and products sold through the Online Shop are not intended to diagnose, treat, cure, or prevent any condition or disease.

## II. Subscription Terms and Conditions

### Subscription products

By placing an order through the 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](http://www.simonourianmd.com) (the "**Online Shop**") operated by Beyond Beauty Club GmbH ("we", "our") of Giesshübelstrasse 62D, 8045 Zurich, Switzerland, telephone: +41 44 585 75 65, e-mail address: [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com), which is also the seller of any subscription products purchased by you. Please ensure that you read them carefully before selecting a subscription. In the event that there is any conflict or inconsistency between these ST&Cs and the GT&Cs, the ST&Cs shall prevail.

The STCs 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, but 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.
2. Information on the processing of your personal data in connection with your subscription is set out in our Data [Privacy Statement](#).
3. All returns under subscription orders are subject to the Beyond Beauty Club GmbH [Returns Policy](#). The Returns Policy is set out in our GT&Cs. Your statutory right to cancel a product purchase is not affected by our Returns Policy. Information on your statutory right to cancel is set out in the [GT&Cs](#).

### 2. Benefits and eligible products

1. Subscription products are sold at a discount to the price for a single purchase when they are purchased under a subscription i.e. regularly scheduled deliveries of eligible SOMD products ("Benefits").
2. Some of the subscription details may change as you receive deliveries over time (e.g. price, taxes, availability, shipping charges). If the subscription discount percentage or any other subscription details change for a subscription product then Section 6 below applies.



### 3. Subscription Purchases

1. To create a new subscription you first need to do a skin analysis and add your selected personalized products into your cart. By submitting the order with a subscription and 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 your order and the start of your subscription by e-mail y after your order and subscription have been received.
2. Once you have made a subscription, we will automatically create new orders for you according to the subscription products and delivery schedule selected by you, until you cancel or change the subscription.
3. You will be sent an e-mail to the email 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 the relevant subscription product(s). 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 scheduled 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 cancel your order and reimburse to you any monies already paid by you in respect of 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 and no additional subscription orders will be processed or dispatched until the problem is resolved.
7. The order and subscription confirmation emailed by us to you will include the ST&Cs and GT&Cs in force at the time of placing the order and subscription. We recommend that you keep a record of these for future reference.

### 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 T&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, cancellation or pausing of any of your subscriptions will not affect subscription orders for which you

have already received a Dispatch Confirmation (but you may still cancel any such orders as set out in the GT&Cs).

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 implementing modifications, cancellations or pausing of subscriptions by e-mail or telephone request.
4. We may, in our sole discretion, terminate your subscription(s) at any time without notice. Termination 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. We reserve 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 on not less than three months' notice via your account and/or e-mail. Changes shall be deemed approved if you do not object to them in writing (including e-mail) within six weeks of the notification of the relevant 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 respect to future subscriptions. The current version published on our website shall apply to future subscriptions. With respect to current subscriptions, Section 6.1 above applies.

## **7. Miscellaneous**

1. Should any 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.
2. These ST&Cs shall be governed by and construed in accordance with English law. In case of any dispute that may arise in relation to the products or these ST&Cs either we or you may bring a claim in the courts of the country where you are resident.