

# SIMON OURIAN M.D.

## Terms and Conditions

2024

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Terms and Conditions valid from 28<sup>th</sup> of August 2023

Beyond Beauty Club LLC

Simon Ourian M.D. Brand and Logo are registered in the UK and EU Patent and Trademark Office. The Simon Ourian M.D. products of Beyond Beauty Club GmbH ("SOMD"/"BBC") are cosmetic products within the meaning of the applicable law, for instance Article L. 5131-1 of the French public health code. These products are governed by the provisions of Regulation (EC) No 1223/2009 of the European Parliament and of the Council of 30 November 2009 on cosmetic products.

## 1. Scope

- These Terms and Conditions, in the version valid at the time of conclusion of the contract (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") of Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland; Phone: +41 43 437 33 55; Email: [conciierge@simonourianmd.com](mailto:conciierge@simonourianmd.com) ("SOMD", "we" or "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.

## 2. Conclusion of the Contract

- Contracts are concluded in English. The contracting party 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 upon receipt of the Order confirmation.
- The purchase agreement is stored by us after conclusion of the contract, however it is no longer accessible to you. In the Order confirmation sent by us, the GT&Cs in their version in force at the time of placing the Order 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 GT&Cs continue to be available in our Online Shop in their then current version.

## 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. The prices quoted on our platform are final prices, which means they include the applicable taxes or fees.
- The delivery will be sent to the delivery address specified by you. We deliver internationally.
- We can 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 are entitled to commission third parties to process and deliver the goods.

- 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.

#### **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 partial payment for subscriptions or late single purchase payments, the customer shall be responsible for a late payment recovery cost in addition to outstanding fees.
- 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 suspend your account.
- Further costs incurred in the debt collection process, such as but not limited to legal fees, collection agency fees, court costs shall be your responsibility.

#### **6. Right of Withdrawal from Contract**

- Refunds are not available for personalised products due to their customised nature. Once an order has been placed, it cannot be cancelled or refunded.
- For non-personalised products Beyond Beauty Club offers an unconditional product refund guarantee for a period of fourteen (14) days from the date of receipt of the products. The refund will be made once the returned product has arrived at Beyond Beauty Club and has been processed.
- If any product arrives damaged or defective, the customer may request a return within 14 days of receipt to receive a replacement. Proof of the issue may be required before issuing a return or replacement.
- If a return is authorised, the customer is responsible for shipping the item back to us in its original packaging and in new, unused condition. Shipping fees are non-refundable. Once the returned item is received and inspected, a replacement will be issued. If no replacement can be sent, the customer is reimbursed the product value.

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

- You may raise statutory claims for defects in the event of defects.
- If you have any questions about a defect or if you wish to settle a claim for defects, you can contact Customer Service by emailing [concierge@simonourianmd.com](mailto:concierge@simonourianmd.com).
- The liability of SOMD for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:
  - SOMD shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations.
  - SOMD shall not be liable due to a slightly negligent breach of any other duty

of care applicable for ordinary negligence.

- 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 6.3 and 6.4 shall apply accordingly to SOMD liability for futile.
- 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.

## **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 Code.

## 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 [conciierge@simonourianmd.com](mailto:conciierge@simonourianmd.com).

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## 12. Manufacturer guarantee for electrical devices

- As a manufacturer, we guarantee for a period of 12 months from the date of first purchase that this device has no manufacturing-related material or processing defects. Within 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. The guarantee right applies within the United Kingdom and European Union.

Note: If the device is defective, you are entitled to the statutory warranty rights vis-à-vis your seller. The use of these free rights is not restricted by this guarantee.

- This guarantee does not apply to defects that can be traced back to 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 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 Kingdom

If 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 [conciierge@simonourianmd.com](mailto:conciierge@simonourianmd.com).

## 13. Data Protection

We process personal data for purposes of your Order. Please see our Data Privacy Statement for further information about our data processing operations.

## 14. Miscellaneous

- Statements documented in text form, in particular email and fax, shall be considered written statements of an individual.
- Should 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 claims from or in connection with the contract to third parties. In this case, the Customer will be informed in advance in writing and will have the right to object to the said assignment in the event that it results in a reduction of his/her rights.

- All legal relationships 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 France, Belgium, Poland or Italy, you may nevertheless benefit from all the mandatory provisions of the applicable local law as long as they are more protective than the provisions of SWISS law and any dispute arising under these GT&Cs shall be subject to the exclusive jurisdiction of the courts of your place of residence or domicile, even in the event of warranty claims or multiple defendants.
- 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.

## 15. 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 when you place an order for a Subscription.

## 16. General

- To create a subscription order of products (as defined in Section 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.
- 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 Section 20. of this document.

## 17. Benefits and eligible products

- Subscription products offer a discount off the purchase price for regularly scheduled deliveries of eligible SOMD products ("Benefits").
- 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.

## 18. Subscription Purchases

- 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.
- Once you have made a subscription, it will automatically create a new order according, until you cancel or change the subscription.
- 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").
- 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.
- 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.
- 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.
- The contracting party is Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zürich.
- 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.

## 19. Prices, Payments, Delivery and Shipping Costs

- 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.
- 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.

## 20. Termination or Modification of your subscription(s)

- Your subscription will remain in effect until it is cancelled.
- 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 your subscriptions will not affect subscription orders for which you have already received a Dispatch Confirmation.
- 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.
- We may, in our sole discretion, terminate your subscription(s) at any time without. Terminations will not affect subscription orders for which you have already received a Dispatch Confirmation.
- 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 running subscription(s) will be placed.
- To ensure that your termination request is processed correctly, it is mandatory to notify us at least 48 hours before your subscription renewal date. This timeframe is essential for technical and logistical reasons.

## 21. Amendments, Updates & Changes

- 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.
- 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.

## 22. Miscellaneous

- 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.