

SIMON OURIAN M.D.

Terms and Conditions

2024

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Terms and Conditions valid from June 1st 2024

Beyond Beauty Club GmbH

Simon Ourian M.D. Brand and Logo are registered in the UK and EU Patent and Trademark Office. The Simon Ourian M.D. ("SOMD") products of Beyond Beauty Club GmbH ("BBC") are cosmetic products within the meaning of the applicable law. 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 (the "Online Shop") of Beyond Beauty Club GmbH, Giesshübelstrasse 62D, 8045 Zurich, Switzerland; Phone: +41 43 437 33 55; Email: 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

- Contract are concluded in the language displayed in our webshop. Beyond Beauty Club GmbH, located at Giesshübelstrasse 62D, 8045 Zurich, Switzerland, is the contracting party.
- The presentation of products in our Online Shop does not constitute a binding offer to enter into a purchase agreement. By clicking the "Order now and pay" button, you are placing an order for the item(s) in your shopping cart (referred to as the "Order"). Before finalising your order, you have the opportunity to rectify any input errors by navigating back to the previous page or by utilising the "Change Order" button in the order overview. Upon sending your order, we will promptly acknowledge receipt via email. A binding contract is established upon receipt of the order confirmation.
- The purchase agreement is archived by us following contract conclusion; however, access to it is no longer available to you. Within the order confirmation dispatched by us, the Terms and Conditions (T&Cs) in effect at the time of order placement, along with the contract details and withdrawal instructions, are provided in a durable format. It is recommended that you retain a copy of these documents for future reference. Additionally, the current version of the T&Cs is accessible in our Online Shop.

3. Subscription Orders

- For regularly scheduled deliveries of eligible SOMD products ("Subscription"), we provide a discount off the purchase price ("Benefits").
- To initiate a Subscription for products, you must register for a personal account via the Online Shop. Your Subscription(s) and participation in the Subscription program are exclusive to you, and you may not transfer or assign your Subscription or any associated Benefits to any third party without our prior authorization.
- To create a new Subscription, you must undergo a skin analysis and add personalised subscription products to your shopping cart. By selecting the Subscription option and confirming your Order with a Subscription, you are committing to regularly receive the same

products in accordance with the chosen delivery schedule. Prior to finalising your Subscription Order, you have the opportunity to rectify any input errors. We will promptly acknowledge receipt of each Subscription Order via email once it has been received.

- Upon subscribing, a new delivery of Subscription products will be automatically generated according to your chosen delivery schedule until you cancel or modify the Subscription.
- You will receive an email confirmation for each shipment confirming that the Subscription products have been dispatched to you ("Dispatch Confirmation").
- You will be sent an e-mail to the address associated with your account confirming for each shipment that we have dispatched the Subscription products to you ("Dispatch Confirmation").
- If any Subscription product is unavailable on its scheduled dispatch date, you will be promptly notified of the delay, and we will endeavor to fulfill the order within two weeks of the original dispatch date. If the product becomes available during this period, it will be dispatched to you without further action required. However, if it remains unavailable, you have the right to reject the order for the unavailable product and receive a reimbursement of any pre-paid fees. Delays due to product unavailability will not affect the Subscription discount or future orders under the same Subscription.

Should any issues arise with your delivery address, website account, or payment method that cannot be resolved, we will notify you via email using the address associated with your Subscription. Your Subscription(s) will be temporarily suspended until the issue is resolved, and no further Subscription deliveries will be processed or dispatched during this time.

4. Termination or Modification of your Subscription(s)

- Your Subscription will remain in effect until it is terminated.
- You may modify, terminate or pause your Subscription(s) at any time by logging into your personal account and clicking 'Your Subscription'. Modification, termination or pausing of your subscriptions will not affect Subscription orders for which you have already received a Dispatch Confirmation.
- All modifications, terminations and pausing's 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, terminations or pausing's Subscriptions by e-mail or telephone request.
- 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.
- We may, at our sole discretion, terminate your Subscription(s) at any time. Terminations will not affect Subscription deliveries for which you have already received a Dispatch Confirmation.
- If Subscription(s) are terminated, you will only be charged for the outstanding instalments of the Subscription deliveries for which you have already received a Dispatch Confirmation according to Section 3.
- 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, we will inform you about the changes with three months' advance notice or before the start of your next Subscription cycle via your account and/or e-mail with an option to consent. If you do not agree to the changes, BBC reserves

the right to terminate the Subscription. You will also be informed about your possibility to terminate the Subscription according to this Section.

5. Prices, Payment Terms, Delivery, and Delivery Charges

- The prices listed on our Online Shop at the time of ordering are applicable. All prices displayed on the Online Shop are denoted in the local currency, such as but not limited to EUR, Zloty, or GBP. These prices are final, inclusive of applicable taxes or fees, excluding shipping fees
- Deliveries will be dispatched to the delivery address specified by you, and we offer international shipping.
- A delivery charge, termed as the "Shipping Fee," may be applied to each Order. The amount of the delivery charge will be presented to you before you finalize your Order.
- Goods will be dispatched only upon receipt of the full purchase price. We reserve the right to engage third parties to handle the processing and delivery of goods.
- Credit cards are accepted as a payment method. If additional payment methods are available for your market, they will be presented to you during the checkout process.
- For Subscription products, each delivery contains the Subscription products for a three-month period and will be dispatched to you following your Order Confirmation. The initial installment of the Subscription price is due immediately upon receipt of the Order Confirmation. Dispatch of the Subscription product package will occur only after this payment has been received. Subsequent payments are due every 30 days.
- The charge for each Subscription delivery will be debited to the payment method used to establish your Subscription, or as directed by you.
- In the event that we are unable to process payment for your Subscription delivery using the payment method you initially used, we will update your Subscription with an alternate payment method from your account and charge it for your Subscription delivery, provided you have authorized us to do so.

6. Right to Withdrawal and Return Policy

- The Customer has the right to withdraw from the contract within 14 days without providing any reason.
- The withdrawal period of 14 days begins on one of the following dates:"
 - a) the date on which the Customer acquires, or a third party other than the carrier and indicated by the Customer acquires, physical possession of the products.
 - b) For contracts involving multiple products ordered together but delivered separately: the date on which the customer, or a third party designated by the customer other than the carrier, takes physical possession of the final product
 - c) For contracts involving the delivery of a product in multiple shipments or parts: the date on which the customer, or a third party designated by the customer other than the carrier, takes physical possession of the last shipment or part.

d) For contracts involving regular delivery of products over a defined period: the date on which the customer, or a third party designated by the customer other than the carrier, takes physical possession of the first product

To enact the right to withdraw, the Customer needs to notify SOMD clearly of their decision to cancel the contract. This can be achieved by, for instance, sending an email to conciierge@simonourianmd.com. While a model withdrawal form is provided in Annex 1 of the Terms and Conditions, it's not mandatory to use it for notification of withdrawal.

- To meet the withdrawal deadline, it is sufficient for the Customer to send his/her communication concerning his/her exercise of the right of withdrawal before the expiry of the withdrawal period.
- In the event of the Customer withdrawing from the contract, SOMD commits to promptly refunding all payments received from the Customer, except for delivery costs, within 14 days of receiving the returned items. Reimbursement will be conducted via the same payment method utilized in the initial transaction, unless an alternative arrangement has been explicitly agreed upon with the Customer. Under no circumstances will the Customer incur any fees due to this reimbursement.
- SOMD retains the right to withhold reimbursement until the products have been returned or until the Customer provides evidence of having dispatched the products, whichever occurs first.

The Customer is responsible for returning the products to

BEYOND BEAUTY CLUB
BORCHWERF 5
ROOSENDAAL NB 4704
NETERLANDS

The return shipment must include:

Order number: To be found on the packing slip "Pakbon"
Reference: To be found on the packing slip "Pakbon"

Customers are advised to reach out to conciierge@simonourianmd.com before sending the return shipment.

- without undue delay and in any event at the latest within 14 days from the day on which the Customer communicates the withdrawal from this contract to SOMD. The deadline is met, if the Customer dispatches the products before the period of 14 days has expired.
- The Customer bear the cost of returning the products.
- The Customer shall only be liable for a loss in value of the products, if the loss in value is due to handling of the products that is not necessary for checking the condition, characteristics and functioning of the products.
- A withdrawal right does not exist for personalised products due to their customised nature. Once an order has been placed for personalised products, which we have accepted, you cannot withdraw from the contract.
- Due to hygiene reasons, a withdrawal right furthermore does not exist for hygiene products and cosmetics that have been opened, tested or no longer meet the hygiene

standards of Beyond Beauty Club. Customers are advised to reach out to concierge@simonourianmd.com before sending the return shipment.

- If any product arrives damaged or defective, the customer may request a return to receive a replacement or a repair in accordance with his/her statutory rights. Proof of the issue may be required before issuing a return or replacement.

7. Products Defects, Customer Support

- You are entitled to make statutory claims if the product was defective at the time of delivery. For more information, please refer to the Shipping Policy.
- For any inquiries regarding a defect or to file a claim, please contact Customer Service at concierge@simonourianmd.com.

8. Liability

- Subject to the exceptions outlined below, SOMD's liability for damages caused by slight negligence, regardless of the legal basis, is limited as follows:
 - SOMD is liable for foreseeable damages typical of this type of contract, arising from the breach of essential contractual obligations. These are obligations whose fulfillment is crucial for the proper execution of the contract and on which the other party relies.
 - SOMD is not liable for slightly negligent breaches of any other duties of care.
- The aforementioned limitations of liability do not apply in the following cases: (i) mandatory statutory liability, including liability under the Spanish Consumer Act and Spanish Product Liability regulations, (ii) liability for culpably caused injuries to life, body, or health, (iii) fraudulent concealment of a defect, (iv) intentional or grossly negligent breaches of duty by SOMD, its legal representatives, or agents, and (v) if SOMD has provided a specific guarantee.
 - This section shall similarly apply to SOMD's liability for futile expenses.
 - The above limitations of liability also extend to the personal liability of SOMD's employees, managing directors, and agents.

9. Manufacturer guarantee for electrical devices

As the manufacturer, we provide a warranty for a period of 6 months starting from the purchase date, ensuring that the electrical device purchased is devoid of manufacturing-related material or processing defects. During this warranty period, we will rectify any such defects, free of charge, by either repairing or replacing the device at our discretion. This manufacturer's guarantee supplements your statutory warranty rights concerning your seller, which you can exercise at no cost. Utilizing these warranty rights is not limited by this guarantee

- This guarantee does not cover defects stemming from failure to adhere to usage instructions, improper handling or use, normal wear and tear, unauthorized modifications to the product, environmental factors, or force majeure events.
- To avail of the warranty, kindly return the electrical device along with the original purchase receipt/invoice to the designated return address.
- Should you have any queries regarding the handling of your electric devices, feel free to contact our customer service team via email at concierge@beyondbeautyclub.com.

10. Data Protection

Details regarding the processing of personal data can be located within our Privacy Notice

11. Miscellaneous

- Any statements recorded in written form, including email and fax, shall be regarded as official statements from an individual.
- Following the conclusion of the contract, we retain a copy; however, access to it is no longer available to you. The Terms and Conditions, as well as the contract details, are reproduced in the order and/or Subscription confirmation sent by us, which serves as a durable record of the transaction. It's advisable to retain these documents for future reference. Furthermore, the current version of the Terms and Conditions is accessible in our Online Shop.
- Should any individual provisions within these Terms and Conditions be deemed invalid or ineffective, it will not impact the validity and effectiveness of the remaining sections of the Terms and Conditions.
- SOMD reserves the right to transfer claims arising from or related to the purchase agreement to third parties. In such instances, the Customer will be duly notified in writing beforehand.
- All legal relationships between the Customer and SOMD, including these Terms and Conditions, are governed by Spanish law, excluding the application of international private law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- The European Commission has established an online platform for dispute resolution (OS Platform), accessible at www.ec.europa.eu/consumers/odr. However, SOMD is not obliged to participate in dispute resolution procedures before a consumer conciliation body and does not intend to do so.
- Statements regarding products have not been evaluated by the U.S. Food and Drug Administration (FDA), the European Commission, or any other government regulatory authority. The reported results, if any, may not be typical for all individuals. Statements made and products sold through the Online Shop are not intended to diagnose, treat, cure, or prevent any condition or disease.

Annex 1

Withdrawal Form

Only submit and return this form if you intend to withdraw from the contract. Please be aware: ***You are unable to withdraw from the contract for personalised items or cosmetic items that have been previously used.***

To
Beyond Beauty Club GmbH
Giesshuebelstrasse 62D
8002 Zurich
Switzerland

I/We formally notify you of my/our withdrawal from the contract of sale for the specified goods:

Ordered date & delivery date: _____/_____

Full name on the delivery(s): _____

Delivery address: _____

Signature of customer
(only if paper form of this form): _____

Date: _____