

Terms & Conditions for the HALFZS Plan

Please carefully review these Terms & Conditions before opting for the HALFZS Plan. By proceeding with the HALFZS Plan, you acknowledge that you have read, understood, and agreed to be bound by these Terms & Conditions. If you do not agree with any part of these Terms & Conditions, please refrain from using the HALFZS Plan provided by LavishCare SPA.

These Terms & Conditions ("Agreement") govern the use of the HALFZS Plan offered by LavishCare SPA, Inc. ("LavishCare SPA") for the provision of beauty and wellness spa services. By selecting and utilizing the HALFZS Plan, you agree to be bound by the terms and conditions outlined below.

Payment Plan and Duration

The HALFZS Plan allows you to divide the total cost of our spa services into two equal installment payments. Payments are to be made within two weeks, with the first half paid at the time of purchase and the other half, one week later.

Interest & Other Charges

No interest will be added to the HALFZS Plan payments. Services provided under the HALFZS Plan will be charged at the price stated on the company website without interest charges. A \$25 Convenience Fee is added to the overall cost to be paid with the first payment.

No Refund Policy

Please note that all payments made under the HALFZS payment plan are non-refundable. Once a payment is made, it cannot be refunded, even if the services have not been fully utilized.

Transferability of Services

Services purchased under the HALFZS Plan may be transferable under certain circumstances; however, payment for services is the sole responsibility of the person who has opted for the payment. LavishCare SPA cannot transfer payments to another individual. As a result, it is advised that transferal of services be considered with caution and are only allowed with admin approval.

Missed Payments and Discontinuation of Services

If you miss a scheduled installment payment under the HALFZS Plan, your services may be temporarily discontinued until the payment is made. It is the client's responsibility to contact the Billing Department for LavishCare SPA (billing@lavishcarespa.com or 404-965-0633 Ext. 1) at least 48 hours prior to a scheduled draft payment to modify the payment date. One (1) payment date modification is allowed during the HALFZS plan, with an extension up to seven (7) days beyond the original payment date. Failure to contact the Billing Department 48 hours prior to a scheduled payment date will result in a Penalty Fee of \$35 added to the amount due. LavishCare SPA cannot be held responsible for any disruptions in service or penalty fees due to missed payments and/or failure to make payment arrangements.

Default on Payments

In the event of non-payment or failure to make the required second payment under the HALFZS Plan, LavishCare SPA reserves the right to take appropriate actions to recover the outstanding balance, which may include pursuing legal remedies, including but not limited to the following:

- a. Final Demand for Payment: In the event of unpaid balances, we will send a Final Demand for Payment, notifying the client of default status. The Final Demand for Payment letter will display

the total amount owed, an administrative fee of \$150, and a deadline payment date of 15 days upon receipt of the letter.

b. Legal Action: LavishCare SPA reserves the right to fully pursue legal action to the greatest extent for nonpayment, which may include a lawsuit, court fees and fines up to \$25,000.

Contacting Client Services

If you encounter any issues or have difficulty making payments under HALFZS Plan, please contact our Client Services Department promptly. Email is the preferred and primary method to reach us at, clientservices@lavishcarespa.com.

General Terms

a. Modification of Terms: LavishCare SPA reserves the right to modify or amend these Terms & Conditions at any time. Any changes made will be effective immediately upon posting on the LavishCare SPA website.

b. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

c. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to its conflict of laws principles.

d. Entire Agreement: This Agreement constitutes the entire agreement between you and LavishCare SPA regarding the HALFZS Plan and supersedes any prior agreements or understandings, whether written or oral.

Last updated: 11.27.2023