

## Terms & Conditions for the 4DRIP Plan

*Please carefully review these Terms & Conditions before opting for the 4DRIP Plan. By proceeding with the 4DRIP 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 4DRIP Plan provided by LavishCare SPA.*

These Terms & Conditions ("Agreement") govern the use of the 4DRIP Plan ("4 Divided Recurring Installment Payments") offered by LavishCare SPA, Inc. ("LavishCare SPA") for the provision of beauty and wellness spa services. By selecting and utilizing the 4DRIP Plan, you agree to be bound by the terms and conditions outlined below.

### Payment Plan and Duration

The 4DRIP Plan allows you to divide the total cost of our spa services into four equal installment payments. Each payment is to be made every two weeks, resulting in a total duration of eight weeks.

### No Interest and Normal Pricing

Please note that no interest will be added to the 4DRIP Plan payments, only a \$50 set up fee is added to the overall cost. Services provided under the 4DRIP Plan will be charged at their normal price without any additional fees or interest charges.

### Pricing Eligibility

Please be aware that the pricing for bundles and packages is not eligible for the 4DRIP Plan. When opting for the 4DRIP payment option, the services must be paid for at their regular individual prices.

### No Refund Policy

Please note that all payments made under the 4DRIP payment plans 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 4DRIP 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 4DRIP 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](mailto: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 4DRIP 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 installment payments under the 4DRIP 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 LavishCare SPA's Client Services Department

If you encounter any issues or have difficulty making payments under 4DRIP Plan, please contact our Client Services Department promptly. Email is the preferred and primary method to reach us at, [clientservices@lavishcarespa.com](mailto: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 4DRIP Plan and supersedes any prior agreements or understandings, whether written or oral.

Last updated: 7.3.2023