

## Terms & Conditions for SLOWPAY Monthly Payment Plans

*Please carefully review these Terms & Conditions before opting for any of the SLOWPAY payment plans. By proceeding with the payment plans, 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 SLOWPAY program provided by LavishCare SPA.*

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

### Payment Plans and Duration

LavishCare SPA offers three payment plans under the SLOWPAY program: SLOWPAY6, SLOWPAY9, and SLOWPAY12. Each payment plan allows you to spread the cost of our spa services over the selected duration of the plan. The SLOWPAY6 plan has a duration of 6 months, the SLOWPAY9 plan has a duration of 9 months, and the SLOWPAY12 plan has a duration of 12 months.

### No Refund Policy

Please note that all payments made under the SLOWPAY 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 SLOWPAY 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.

### Pricing Eligibility

Kindly note that listed pricing for bundles and packages is not eligible for SLOWPAY payment plans. When opting for monthly payment options, please be aware that the services will be charged at their normal price and spread evenly over the duration of each plan, respectively.

### Interest and Setup Fee

- a. SLOWPAY6: The SLOWPAY6 plan bears interest at a rate of 12% added to the total cost of the services. Additionally, a \$50 setup fee will be added to the initial payment.
- b. SLOWPAY9: The SLOWPAY9 plan bears interest at a rate of 15% added to the total cost of the services. Additionally, a \$50 setup fee will be added to the initial payment.
- c. SLOWPAY12: The SLOWPAY12 plan bears interest at a rate of 20% added to the total cost of the services. Additionally, a \$50 setup fee will be added to the initial payment.

### Payment Flexibility

Clients may opt to pay the remaining balance before the end of a selected term. In such cases, please contact the Client Services Department ([clientservices@lavishcarespa.com](mailto:clientservices@lavishcarespa.com)). Further instructions will be provided for making an early plan payoff.

### Missed Payments and Discontinuation of Services

Please be aware that if you miss a monthly payment, your services will discontinue immediately until the next 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 SLOWPAY plan, with an extension up to fifteen (15) 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 Monthly Payments

In the event of non-payment or failure to make the required installment payments under the SLOWPAY 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 SLOWPAY program, 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 SLOWPAY payment plans and supersedes any prior agreements or understandings, whether written or oral.

Please carefully review these Terms & Conditions before opting for any of the SLOWPAY payment plans. By proceeding with the payment plans, 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 SLOWPAY program provided by LavishCare SPA.

Last updated: 7.3.2023