

De Premier Spa Legal Notices

De Premier Spa Agreement

IMPORTANT - PLEASE READ CAREFULLY

Terms and Conditions for the De Premier Spa gift certificate, service and products

This Agreement ("Agreement") outlines the terms and conditions for the services, spa packages, series, gift certificate and products provided by Center for Aesthetics and Wellness Spa ("De Premier Spa") Houston, TX 77079. By purchasing or redeeming the Gift, you agree to be bound by the terms and conditions contained in this Agreement. "You" and "your" means the person or persons who have purchased the service, gift certificate or product and/or the person or persons who have redeemed them. "We," "us," and "our" mean spa, our successors, affiliates or assignees. "Redemption" means the submission of instructions through the De Premier Spa website, www.depremierspa.com ("Website") for the purchase and redemption. By purchasing or redeeming a gift certificate or service, you agree to the terms and conditions set forth in this Agreement.

At De Premier Spa, our clients' well-being is our top priority. We take customer satisfaction seriously and strive to provide the highest level of care. We are proud of our consistent track record of positive customer experiences, as evidenced by our positive reviews on Google. We encourage anyone with genuine concerns to contact us directly so we can address any issues and ensure complete satisfaction.

Spa Conduct/Etiquette

Please turn off all cell-phones or electronic devices upon arrival in our spa/

treatment areas and keep voice levels to a minimum, as other treatments may be in progress.

Reservations

Advanced booking prior to your arrival is recommended to secure your preferred date and time of treatment. A credit card number is required at the time of booking for a confirmed appointment. Please arrive 10-minutes prior to your scheduled start time. Late arrivals will only receive the remainder of their scheduled session.

Gift Certificate/Service Purchase

When you purchase a gift certificate, you authorize us to make an electronic transfer from your desired payment account you provided, such as a debit or credit card. This purchase includes the desired amount of the gift certificate, plus any purchase fees associated with the purchase. In order to purchase a gift, you may be asked to provide your credit card information, billing address, mobile number and email address. An authorization will be placed on your card for the total price of the gift certificate/service to ensure that you have sufficient funds available to cover the transaction. Pending a review of the transaction, your card will be charged the authorized amount. You authorize us to resubmit any charge that fails, is charged back or otherwise reversed.

Gift Certificate/Service Delivery

Prior to completing the purchase, you will select how you want to notify the recipient about the gift certificate/service. Some delivery methods require that the purchaser take action in order for the recipient to be notified about the gift certificate/service, such as if the purchaser elects to receive a printable PDF that's the purchaser will deliver to the recipient. Other delivery methods are facilitated by De Premier Spa, such as email delivery, but delivery is not guaranteed. It's your responsibility to confirm with the recipient that they have received notification of the gift certificate/service. Notification of the gift certificate will include a link or a secure access code that will be necessary to redeem the gift certificate/service.

Gift of De Premier Spa Gift Certificate/Service

When you give a gift certificate, we collect payment and contact information about you. We collect your credit card information along with your billing address. If you create a personal message to the recipient, it is stored in our servers. Also, we collect information about the intended recipient of the gift certificate/service. We require the recipient's email address or mobile number to send them the gift.

Gift Certificate/Service Redemption

To redeem a gift certificate/service, you must have a De Premier Spa account. When you create an account we collect all of the information listed above. When you use the gift certificate/service, we'll note where you redeemed the gift and the value that you redeemed. Note that we may share this information with the individual or entity who gave you the gift certificate/service.

Your Representation and Warranties

By purchasing or redeeming the Gift, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States or the District of Columbia; (iii) the personal information that you provide to us in connection with the gift certificate is true, correct and complete; (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

Cancellation Policy

Kindly provide us with a 24-hour cancellation notice for your appointment. Rescheduling of appointments is subject to availability. Cancellations or rescheduling require 24-hour notice for any singular appointment or service. Canceling multiple services, packages, or more require 48-hour notice. Any cancellation with less than the required time may incur a 50% cancellation fee. A full fee will be imposed for a “no-show”.

Refund Policy

Treatment services, packages and gift certificates are no cash or credit card refund, non-transferable and non-exchangeable, and cannot be used towards internet product or service purchases. The spa reserves the right to offer and recommend

alternative spa treatments if the ones requested are not available. Under no circumstances will refunds be issued for services rendered. We would offer to fix any issues instead. Gift certificates purchased via bulk order or API may be non-refundable.

Special Consideration

Please inform your therapists of any medical conditions, pregnancy or medications you are taking, or any notable changes since your last treatment.

Our Gift Cards/ Gift Certificates does not expire. Present your card/gift certificate at the time of check-in for service. Gift cards/gift certificates have no cash value, are non-refundable and non-transferable.

Center for Aesthetics and Wellness Spa (De Premier Spa) is not responsible for lost gift cards/gift certificate. Gift cards/gift certificates will be debited the service amount for any no-show appointments.

Retail Return Policy

We accept returns of unused and unopened retail items recently purchased from De Premier Spa. We accept exchanges should any allergic reaction occurs or we will be glad to offer you a store credit which can be used for future retail purchases or salon services.

Pricing Disclaimer

All prices are subject to change without any notice. We reserve the right to change our product's prices and our service prices at anytime without notice.

We will strive to deliver a valuable service that offers you – our valued member — the highest quality, value and convenience.

Payment & tipping: We accept cash and all major credit cards but not personal

checks. Services pricing does not include tips.

Dispute Resolution Policy

At De Premier Spa, our clients' well-being is our top priority. We take customer satisfaction seriously and strive to provide the highest level of care. We are proud of our consistent track record of positive customer experiences, as evidenced by our positive reviews. We encourage anyone with genuine concerns to contact us directly so we can address any issues and ensure complete satisfaction.

Privacy Policy

Your personal information is confidential. This includes your credit card info, address, phone numbers and email address on file. We do not share your personal information or email with third parties. We will never share, sell, or rent individual personal information. We value and respect our clients' privacy and preferred methods of receiving (or not receiving) invitations and communications from us.

De Premier Spa respects your privacy and works hard to protect your personal information. We want you to understand how we collect, store, use and protect any of your personal information. We collect information to support our relationship with you, improve our services, and communicate promotions or special services. We will not share your information with anyone except as described in this Privacy Policy. When you created a De Premier Spa account you agreed to accept this policy.

How we collect Information

1. When you register for or use a De Premier Spa account, we collect basic information about you (your name, location, mobile number, email address and

other related information)

2. Through invitation to participate in a contest, promotion, or survey. And if you choose to participate, we will collect and retain on our servers your answer to any survey questions, what promotions you participate in, and the results from any contest. The data from any contest, promotion, or survey that you participate in may be associated with you personally.

3. When you give a De Premier Spa gift certificate, we collect payment and contact information about you. We collect your credit card information along with your billing address. If you create a personal message to the recipient, it is stored in our servers. Also, we collect information about the intended recipient of the gift certificate/service. We require the recipient's email address or mobile number to send them the gift.

4. To redeem a De Premier Spa gift certificate/service, you must have a De Premier Spa account. When you create an account we collect all of the information listed above. When you use the gift certificate/service, we'll note where you redeemed the gift and the value that you redeemed. Note that we may share this information with the individual or entity who gave you the gift certificate/service .

Your Choice Over Information

You may, of course, decline to submit personally identifiable information through the Service, in which case De Premier Spa may not be able to provide certain services to you or service at all. You may update or correct your account information at any time by logging in to your account. You can review and correct the information about you that De Premier Spa keeps on file by contacting us as described below. Any request that we correct information does not obligate us to take any action, unless required by law, or cause us to incur any liability.

Personal Information Protection

1. Information that is uniquely associated with you and that can be used to identify a person is "Personal Information." This does not include information that

has been aggregated or made anonymous. We store information on our servers in the United States. We protect that information through safeguards and procedures implemented in accordance with State and Federal laws and regulations. Our safety measures include firewalls, system-wide data encryption, physical and electronic access controls, and strict rules regarding the access and use of data on our system.

2. We can't protect your Personal Information alone. It is your sole responsibility to ensure that your account numbers, passwords, security questions and answers, login details and any other security or access information used by you to use or access the Service is kept safe and confidential.

3. You must prevent unauthorized access to and use of any of your information or data used with or stored in or by the Service ("Account Data").

4. You are responsible for all electronic communications sent to us or to any third party containing Account Data.

5. When we receive communications containing your Account Data, we assume you sent it to us.

6. You must immediately notify us if you become aware of any loss, theft or unauthorized use of any Account Data.

7. We reserve the right to deny you access to the Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

How we Use Personal Information

We use your Personal Information to provide you the features and functionality of the Service, and may share it with our trusted third parties, to ensure that you have a safe, high-performance experience when using the Service. When you use the Service, including, but not limited to, giving a De Premier Spa gift certificate/ service, redeeming it, leaving comments, contacting customer service, or requesting technical support we will apply the information that we have collected.

Knowing this information allows us to verify your identity, communicate with you, and enforce our agreements with you, as well as ensure the best possible experience for all our users by verifying compliance with State and Federal laws and our own policies. We may also use this information to measure how our members use the Service, and improve and enhance our offerings to you.

De Premier Spa may use certain information about you without identifying you as an individual to third parties. We do this for purposes such as analyzing how the Service is used, diagnosing service or technical problems, maintaining security, and personalizing content.

We also use cookies and log file information to: (i) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (ii) provide custom, personalized content and information; (iii) monitor the effectiveness of our Service; (iv) monitor aggregate metrics such as total number of visitors and traffic; (v) diagnose or fix technology problems reported by our users or engineers that are associated with certain IP addresses; and (vi) help you efficiently access your information after you sign in.

Personal Information Disclosure

De Premier Spa will not rent or sell your Personal Information to others. De Premier Spa, may share your Personal Information with third parties for the purpose of providing services to you (such as those parties described in the bullet points below). If we do, such third parties' use of your Personal Information will be bound by terms at least as restrictive as this Privacy Policy. We may store personal information in locations outside the direct control of De Premier Spa (for example, on servers or databases co-located with hosting providers).

Our service may require that we share your personal information with third parties, including but not limited to:

Service providers who provide us a range of essential operational services including fraud prevention, transaction processing,

collections, direct marketing, and managed technology services. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit.

Financial institutions that allow us to offer you payment processing services, and partner with us to develop new offerings for you and other De Premier Spa clients.

Fellow De Premier Spa clients who you may send or who may send you gifts.

Law enforcement authorities or government representatives who may require us to share information in order to comply with court order and other legal mandates, or when we believe that disclosure is necessary to report suspicious activities, prevent physical harm, financial loss, or violations of our agreements and policies.

Other third parties, subject to your prior consent or direction.

As we develop our business, we may buy or sell assets or business offerings. Customer, member, transaction, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or dissolution.

From time to time, we may run contests, special offers, or other events or activities (“Events”) on the Service together with third party partners. If you provide information to such third parties, you give them permission to use it for the purpose of that Event and any other use that you approve. We cannot control third parties' use of your information. If you do not want your information to be collected by or shared with a third party, you can choose not to participate in these Events.

Except as otherwise described in this Privacy Policy, De Premier Spa

will not disclose Personal Information to any third party unless required to do so by law or subpoena or if we believe that such action is necessary to (i) conform to the law, comply with legal process served on us or our affiliates, or investigate, prevent, or take action regarding suspected or actual illegal activities; (ii) to enforce our Terms and Conditions and related agreements, take precautions against liability, to investigate and defend ourselves against any third party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our site; and (iii) to exercise or protect the rights, property, or personal safety of De Premier Spa, our users or others.

We may share aggregated demographic and statistical information with our other partners. This is not linked to any personal information that can identify any individual person.

Personal Information Compromise

In the event that personal information is compromised as a result of a breach of security, De Premier Spa will promptly notify those persons whose personal information has been compromised in accordance with the notification procedures set forth in this Privacy Policy or as otherwise required by applicable law.

Link to Other Websites

De Premier Spa, is not responsible for the practices employed by websites linked to or from our website, or for the information or content contained therein. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies. We encourage you to read other websites' policies before submitting any personal information therein.

Notification Procedure

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes. We may provide notice to you via the email address you use when registering for the Service, through conspicuous posting on our website, or via your De Premier Spa account. The appropriate manner of notice provided in any given scenario will be determined solely by us.

Updates to Privacy Policy

Our privacy policy is regularly reviewed to make sure we continue to serve the privacy interests of our users. If our information practices change materially, we will notify you of these changed by posting the updated Privacy Policy at www.depremierspa.com/privacy. Please check our website periodically for more information on how we use the data we collect. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

You may contact us by using the “Contact Us” link found on our site. We try to reply promptly to every message we receive. Any information you submit via the “Contact Us” link is used to respond directly to your questions or comments. We may also file your comments and share them with our customer care team to improve our service in the future

If you have any questions or concerns feel free to call us at (281) 496-3772. You can also leave us a message or email us.

Thank you for Choosing De Premier Spa for your wellness needs

Terms and Conditions

No Cash or Credit Card Refund.

Not responsible for lost or stolen gift certificates.

Printable gift certificates cannot be used towards Internet purchases.

