

|| SPA SPECIFICS CONSULTING

Conditions and terms

|| Commitment

Spa Specifics has been Consulting for Day Spas and Wellness Spas including Nails, Salons, Salon/Spas and Chiropractic Wellness Clinics Since 1992

All our Client Consulting is Confidential to Your Business. This includes: Hourly Program Kits with Bonus Phone Consulting Hours and Hourly Premiere Phone and On-Location Consulting available in addition to all Documentation.

Spa Specifics prides itself in treasuring the personal and signature culture of your business as confidential. Spa Specifics Consulting will never voluntarily use or disclose this information to a third party except in press and national recognition. Your Business Information either written and or verbal and interviewed by Spa Specifics Inc. for marketing, press, social media and any and all media outlets is considered a voluntary verbal permission given by you to promote your business through Spa Specifics Consulting.

Respectful Conditions

Spa Specifics Consulting is to pleased offer these Program Kits and all Spa Specifics Consulting Library Documents for Purchase. Each is Complete to Description and Content.

All and Each Spa Specifics Consulting Document includes and is Copy Right © (the exclusive legal right, given to Spa Specifics Consulting, to print, publish, perform, film, or record literary, artistic, or musical material, and Spa Specifics Consulting has the right to authorize others to do the same only with permission and legal contract from Spa Specifics Consulting including ALL Materials Written and Purchased through Spa Specifics Consulting)

We have the right to Privacy of and including: All Written, Printed and Software Documented Docs. and PDF Friendly Materials and Intellectual property designed and sold by Spa Specifics Consulting.

Documentation Purchased from Spa Specifics Consulting has been deemed not for resale, copy to resell or shared by you to any and all other Businesses of any kind without penalty of due law.

We have Consulted Nationally with small businesses since 1992 and are committed to improving spa businesses through growing loyal customers and staff, in addition to staff experience, commitment and career advancement through authenticity. We are driven continually to growing spa business practices, guides and programs.

Departmental and Documentation Priority Purpose

Each Program Kits Design is a Signature Proven Testament from years of experience by Spa Specifics Consulting. These Complied and Designed Program Kits cannot be changed, but additional Documents can be Purchased from Spa Specifics Consulting's Library to be added to and priced in additional to, including all Library and Open Membership Packages.

Each Program Kit includes Bonus Tools that make working with every document friendly and changeable, according to your Spa Business demands including:

- Word Docs., that are Savable and Fileable
- Word Docs. Easily adaptable to change and business growth and expansion
- Read Only PDF. Formats of Original Docs. to Archive Original Format
- One Thumb Drive for Easy Paper-Free Storage
- Bonus Phone Consulting Hours designated by Each specific program and kit and are good for **one year from purchase date.**
- All and any New additional changes and add-ons prepared by Spa Specifics Consulting (based on your Program Kit Purchase for one year from date of purchase) will be delivered by Email.

The Opportunity to Continue Spa Business Training and Help

- We are committed to helping you work thru your New Spa Business Building Documents:
 - All Documents are Proprietary Documents with a priority seal of purchase and support based and designed for your Commitment of Professionalism.
 - All Documents are Intellectual property Owned and Created by Spa Specifics Consulting. (**Intellectual Property** refers to patents, trademarks, copyrights, trade secrets, trade dress, and any other tangible personal property that is created through the intellectual efforts of Spa Specifics Consulting).
 - All Documents Purchased have been designed for the Spa Service, Retail, Management, Staff/Individual and Customer Experience Business Development
 - All Kit Documents can be gone over with a Spa Specifics Consultant within the Bonus Phone Hours included.
 - All Consultants are aware that your satisfaction is important and we stand behind every Document and Services:
 - Spa Specifics Consulting Professionals can help you before you purchase during business hours by calling **847 823 1727**. We can make the purchase satisfying for your needs.
 - Spa Specifics Consulting Professionals are always open to talking you thru every document and will recommend additional Programs and One

on One Consulting you may need to purchase, based on your current business challenges and goals.

- Every Documents Protocol and Guide Success of Execution/Implementation is the sole responsibility of the Purchaser and not that of Spa Specifics Consulting.
- Spa Specifics Consulting offers many opportunities including additional Phone and On-Location Consulting (additional to and separately priced) to further Business Growth.
- Calls are Taken at **847 823 1727**, Monday thru Friday from 9am to 5pm, Midwest USA. Central Standard Time
- Consulting Time is based on Scheduled Appointments and Availability - Monday thru Friday from 9am to 5pm
- Consulting Time and One on One Pre-booked Hours outside of our general office time are available on Weekends and Evening by calling **847 823 1727**
- **Information about our programs and Information are always very important and well received during Business Hours**

Our Terms

Building Spa Culture One Change at a Time, Can Make a World of Difference in the Present and Future of Your Spa Business

- All Program Kits and Library Documents Purchased at Full Price are refundable 10 days from Purchase Date.
- All Bonus Phone Hours Expire One Year from Purchase Date
- Full priced Kit's hourly sessions will be deducted, if used within the first 10 days from Purchase Date at the rate of \$220.00 per hour if requesting a return.
- Any and All Challenges/Damages with Flash Drives and Shipping/Delivery of all Materials are replaceable within 10 days of Purchase Date.
 - All Damages must be **immediately reported to carrier**, with Snap Shots of damages and receipt.
 - **Mandatory Immediately call Spa Specifics Consulting at 847 823 1727 for return approval code and to expediate the shipping damage issues**
 - **Be Prepared**-In addition, the Carrier Report +, Form, Snap Shot Pictures, Receipt Snap Shots and all and any Snap Shots of damages are to be sent to us by email to **www.info@spaspecifics.com**

- Upon receipt of damaged kit with all components, only then after examination will the Approved Kit be refunded.
- Refund is subject to Stocking Fee and Condition and can take up to 10 days to 3 weeks to process fully and subject to Credit Card processing regulations of the specific Credit Card used.
- All Phone Consulting Bonus Hours with the Specifics Program Kit must be used within one year from Purchase Date and Talled by Our Spa Specifics Consultants in your Program Account file with Spa Specifics Consulting.
- All **Up-to-date Account Contact Information by Email and Business Contact to Spa Specifics Consulting** are deemed **your responsibility** for the receipt of additional documents, but we will do our best to contact you by the information you have provided to us, your business website and business office information.
- Any Full Price Paid Program Kit is returnable after 7 days with Spa Specifics Consulting Approval and subject to the following and Shopify Terms and Conditions:
 - 7 days includes from date of purchase
 - Immediate Contact to Spa Specifics Consulting [847 823 1727](tel:8478231727)
 - Shipping back at your Expense
 - A 25% restocking and print replacement incurrence FEE based on receiving all pieces including Flash Drive in working Condition.
 - All hourly session or sessions used within the 7 days will be deducted from the full price at \$220.00 per hour.
 - **Special Discounted Kits including “At your Finger Tips” and Library Special Offers are not refundable.**

REFUSAL OF SHIPMENT

- If any shipment is returned due to delivery refusal, or if shipment is undeliverable, a 20% restocking fee plus applicable shipping costs will be applied. New shipping charges will be incurred to re-send the shipment.

Website

The following Terms and Conditions apply to the use of this Web site as well as all transactions conducted through the site.

Legal Notice

- All notices from Spa Specifics Consulting to You may be posted on our Web site and will be deemed delivered within thirty (30) days after posting.
- Notices from You to Spa Specifics Consulting shall be made either by e-mail, sent to the address we provide on our Web site, or first-class mail to our address.
 - Call 847 823 1727 for the Complete Address
 - Delivery shall be deemed to have been made by You to Spa Specific Consulting, five (5) days after the date sent.

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 - (2) any copy of the document (or portion thereof) includes the following copyright notice: Copyright © 2015-2020 Spa Specifics Consulting®. All rights reserved.

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applicable law or is harmful to the interests of Spa Specifics Consulting® and its subsidiaries.

Privacy Policy

- Spa Specifics Consulting® use of personal information that you may submit to Spa Specifics Consulting® through this Web site is governed by the Spa Specifics Consulting® Privacy Policy. We do NOT save any credit card information ever. We will only save your information provided to us by you giving us permission to add you to our list of consumers that wish to be part of our Spa Specifics Consulting online newsletter.

Consumer Agreement

- Consumer agrees to abide by the Terms & Conditions, Disclaimers, Return & Exchange Policies & Guidelines as set forth by Spa Specifics Consulting in this website contained on the These "Terms, Conditions, & Disclaimers" pages.
- Consumer agrees to abide by the Shopify Terms and Conditions as the third Party Credit Card Processing
- Consumer is responsible for using the Intellectual Property and website responsibly as described within the website and on product pages for instructions on use as specifically expressed by Spa Specifics Consulting.

Shipping & Delivery

- At this time, Spa Specifics Consulting® ships merchandise to locations within the Continental United States ONLY. The risk of loss and title for all merchandise ordered on this Web site shall pass to you the Purchaser, when the merchandise is delivered by the shipping carrier.
- We will ship to Alaska and Hawaii USA North American after all Extending and Additional Shipping Costs are met. Spa Specifics Consulting Customer care will email the Balance and request a call from you to finalize the Costs and Correct Shipping arrangements including the Air Shipping processing.

Sales Tax

- Spa Specifics Consulting® charges sales tax for merchandise ordered on this Web site based on the applicable state sales tax rate and the location to which the order is being shipped.
- Illinois residents add 9.25% sales tax to all purchases.
- For all other (USA) states there is no sales tax charge.

Warranties

- The Content included in this Web site has been compiled from a variety of sources and is subject to change without notice as are any program, offerings, or technical information described in this Web site.
- Spa Specifics Consulting® makes no representation or warranty whatsoever regarding the completeness, quality, or adequacy of the Web site or Content, or the suitability, functionality, or operation of this Web site or its Content.
- By using this Web site, you assume the risk that the Content on this Web site may be inaccurate, incomplete, offensive, or may not meet your needs and requirements.
- Spa Specifics Consulting® SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THESE WEB PAGES AND CONTENT.
- IN NO EVENT WILL Spa Specifics Consulting® BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- The information and content on this server is provided "as is" with no warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Any warranty that is provided in connection with any of the products and services described on this Web site is provided by the advertiser or manufacturer only, and not by Spa Specifics Consulting®.
- The references and descriptions of products or services within the Web site materials are provided "as is" without any warranty of any kind, either express or implied. Spa Specifics Consulting® is not liable for any damages, including any consequential damages, of any kind that may result to the user from the use of the materials on this Web site or of any of the products or services described hereon.
- The descriptions of, and references to, products, services and companies on this Web site are the sole responsibility of the companies providing the information ("advertisers"), and not Spa Specifics Consulting®.
- The inclusion of material on this server does not imply any endorsement by Spa Specifics Consulting®, which makes no warranty of any kind with respect to the subject matter of the server materials advertised.
- A possibility exists that the server materials could include inaccuracies or errors.
- Additionally, a possibility exists that unauthorized additions, deletions, and alterations could be made by third parties to the server materials. Although Spa Specifics Consulting® tries to ensure the integrity and the accurateness of the server materials, it makes no guarantees about their correctness or accuracy.
- Before relying on any representation made in any of the server materials, check with the advertiser of the product or service to ensure that the information you are relying upon is correct.

Return Policy

- You may purchase merchandise from this Web site by using any one of the Payment Options listed in Cart.
- Spa Specifics Consulting® reserves the right to change its payment procedures at any time without prior notice to you.
- Spa Specifics Consulting Return & Exchange Policies can be found in the beginning pages (pages 3-4) of this document with specific guidelines & instructions on how to go about returning an item.
- Customer agrees to abide by Spa Specifics Consulting Return Policies as well as the Terms & Conditions & Disclaimers contained herein.

Business Hours

- Customer service is available as defined on the Contact Us page of this Web site.
- Spa Specifics Consulting is available between 9am & 5pm (CST) Monday through Friday:
 - [\(847\) 823 1727](tel:8478231727)
 - info@spaspecifics.com

Miscellaneous

- VOID WHERE PROHIBITED:
 - Although the information on this Web site is accessible worldwide, not all products or services discussed in this Web site are available to all persons or in all geographic locations or jurisdictions.
 - Spa Specifics Consulting® and the advertisers each reserve the right to limit the provision of their products or services to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any products or services that they provide.
 - Any offer for any product or service made in the materials on this Web site is void where prohibited.
- GOVERNING LAW:
 - In the event of litigation both parties agree that the Law of the State of business registration of Spa Specifics Consulting® shall apply and both parties shall consent to the jurisdiction of said State's courts, or in the event of diversity of citizenship, the United States District Court for the (District).
 - Both parties expressly waive a trial by jury.

- **MISCELLANEOUS:**

- The Terms and Conditions constitute the entire agreement between you and Spa Specifics Consulting® with respect to this Web site. The Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and Spa Specifics Consulting® with respect to this Web site.
- No modification of the Terms and Conditions shall be effective unless it is authorized by Spa Specifics Consulting®.
- If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

- **SUMMARY:**

- **Any Participation in Spa Specifics Consulting Service and /or Services and Products will Constitute Acceptance of these Terms and Condition's Agreements**
- **Spa Specifics Consulting can not be held responsible for any errors with this website**
- **By accessing and using this and any service, you accept and agree to be bound by the terms and provision of this agreement**
- **Communication, Purchasing, returns and support are located on pages 2-5, with all terms binding**
- **In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services.**
- **Any participation in this service will constitute acceptance of this agreement.**
- **If you do not agree to abide by the above, please do not use this service**
- **The Site and its original content, features, and functionality are owned by Spa Specific Consulting AKA Red Cherry Group and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws**
- **This site and its components are offered for informational purposes only**
- **This site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information**
- **We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account.**

- All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
 - Spa Specifics Consulting reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by email or postal mail will be made to those affected by the change. Any changes to our privacy policy will be posted on our site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis
- Communication and helping you simply understand these Terms and conditions are important to us.
 - Please contact us at: Email info@spaspecifics.com

We would love to help you with you purchase. Contact us at 847 823 1727 and grow your Career and Salon / Spa Business.