

# Metodica Med Spa Terms and Conditions

Metodica Management Inc., registered in New York State (registration can be [verified here](#)), owns the Metodica Med Spa brand.

Upward Medical P.C. is a licensed medical organization in New York State (license can be [verified here](#)), providing all medical services.

The Terms and Conditions of Metodica Med Spa ("Terms") apply to websites, interactive features, and online services owned or managed by Metodica Management Inc. or its affiliated companies (together known as "Metodica Med Spa") that display a link to or incorporate these Terms (referred to collectively as the "Sites"). **It is crucial to thoroughly review these Terms before utilizing the Sites, as they impact your legal responsibilities and rights. By accessing or using the Sites, you are consenting to these Terms. If you do not wish to be bound by all of these Terms, refrain from using the Sites.**

**To buy items on our websites, you must be either 18 years old or the age of majority in your area. Failure to meet this age requirement will result in being unable to purchase on our websites.**

When utilizing specific services or functionalities on the Sites, apart from these Terms, supplementary policies, service terms, payment terms, or end-user license agreements may be relevant to your utilization of that particular feature or service ("Additional Terms"). If a discrepancy arises between these Terms and any Additional Terms, the Additional Terms will take precedence unless explicitly stated otherwise in the Additional Terms.

**ARBITRATION NOTICE: Except for specific dispute types outlined in the ARBITRATION section below, you and Metodica Med Spa mutually consent to resolve disputes through binding, individual ARBITRATION. By doing so, you forfeit the right to engage in class action lawsuits or class-wide arbitration proceedings.**

Please also review our [Privacy Policy](#).

## SITE CONTENT OWNERSHIP CLARIFICATION

Unless explicitly stated otherwise, all materials within or associated with the Sites, such as graphics, layout, text, images, trademarks, logos, service marks, designs, information, data, advertising copy, past, present, and future versions of the Sites, domain names, source and object code, and the overall "look and feel" of the Sites ("Site Content"), are owned, controlled, or licensed by Metodica Med Spa, its subsidiaries, or affiliates. These materials are safeguarded from unauthorized use, copying, and distribution by copyright, trademark, patent, and other applicable laws, regulations, and treaties.

The Site Content, in whole or in part, may not be copied, reproduced, downloaded, or distributed in any manner without the explicit permission of Metodica Med Spa as provided in these Terms. Unauthorized use of the Site Content is strictly prohibited.

## AUTHORIZATION TO USE WEBSITE CONTENT

You may visit our Sites without further permission from Metodica Med Spa and Metodica Med Spa grants you a limited, personal, non-exclusive, non-commercial, revocable and non-transferable license to access and view the Site Content. This license is subject to your full compliance with these Terms. When you view or use the Site Content, you must: (a) keep intact all copyright and other proprietary notices; (b) make no modifications to the Site Content; and (c) not copy or adapt any object code associated with a Site or reverse engineer, modify or attempt to discover any source code associated with a Site, nor allow or assist any third party to do so (whether or not for your benefit).

Unless explicitly stated in these Terms, you are prohibited from duplicating, replicating, modifying, uploading, downloading, executing, showcasing, publishing, transmitting, circulating, or otherwise utilizing Site Content without the prior written consent of an authorized Metodica Med Spa staff member. By accessing the Sites, you agree to comply with all copyright notifications, details, or limitations present on any section of the Sites. All rights to use the Sites not explicitly granted to you in these Terms are reserved for Metodica Med Spa or its licensors. These Terms do not diminish, impair, or restrict Metodica Med Spa's rights to fully exploit any or all of the Site Content. Unauthorized utilization of Site Content may breach federal and state regulations, leading to legal consequences.

## REGISTRATION & ACCESS CONTROLS

Certain sections of the Sites might necessitate creating an account or requesting information to access Site features. By providing information to the Sites, you commit to sharing accurate, current, and complete details. You agree not to sell or transfer your account or its rights and to maintain the confidentiality of your account credentials. Metodica Med Spa reserves the right to terminate your account or deny access without notice or liability, except where prohibited by law. You also agree to abide by all relevant rules, laws, and regulations when using the Sites, including those governing software or data usage. Any personal information submitted for account registration or services with Metodica Med Spa will be subject to the [Privacy Policy](#). Account cancellation can be done anytime through your account page or by contacting customer support.

## DETAILS AND MATERIAL YOU PROVIDE

The Sites might offer you the chance to interact with Metodica Med Spa through email or other methods or publicly share product reviews or other content on the Site (collectively referred to as "User Content").

**User Content Accountability and Ownership.** You acknowledge that you bear full responsibility for your User Content, regardless of how it is submitted. By submitting User Content, you assure Metodica Med Spa that your User Content: (1) is non-confidential and

that you possess all necessary permissions to submit it; and (2) does not violate, misappropriate, or infringe upon the rights of any third party, including but not limited to intellectual property rights, rights of privacy or publicity, or any other proprietary rights. You also recognize that the Internet may be vulnerable to security breaches and should be mindful that submissions of User Content or other information may not be entirely secure. Metodica Med Spa does not oversee the User Content accessible through the Sites and, therefore, cannot guarantee the accuracy, integrity, quality, or legality of User Content.

**The permissions you give us.** By providing User Content to Metodica Med Spa, whether through various features like help, support, feedback, or "Contact Us" or via social media platforms, you are granting Metodica Med Spa an irrevocable, worldwide, nonexclusive, perpetual, fully sub-licensable, and assignable, royalty-free license. This license allows Metodica Med Spa to utilize, exploit, reproduce, modify, translate, create derivative works, publish, broadcast, and perform your User Content, along with your personal information, without compensating you. Additionally, you waive your moral rights to the fullest extent permitted by law, even if your User Content is altered in a way you do not approve of. You also give permission for Metodica Med Spa to publish your User Content for site users or the general public access.

**The authority to review and delete content.** We are not obligated to monitor the Sites or any User Content on them. However, you acknowledge and agree that we have the right to monitor both the Sites and the User Content you provide. We also reserve the right (though not the obligation) to delete, edit, move, or disable any User Content, either in part or entirely, before or after it is displayed on the Sites, at the sole discretion of Metodica Med Spa. Metodica Med Spa retains the right to suspend or terminate your access to the Sites at any time. We will not be held liable for any User Content, including errors or omissions, loss of User Content, or any damages resulting from any user's User Content.

**Absence of Confidentiality Agreement.** Except for any doctor-patient relationship established with us, or as outlined in the published Privacy Policy or any other agreement on a Site where you share your User Content, your consent to your User Content is considered non-confidential and non-proprietary and will not be returned. You recognize and accept that your association with Metodica Med Spa and any Physician-Owned Clinic does not entail a confidential, fiduciary, or any other special relationship and that submitting User Content does not create a different status for Metodica Med Spa compared to the general public concerning your User Content. Additionally, you agree that Metodica Med Spa can utilize any ideas or concepts from your User Content for various purposes, such as product development, manufacturing, marketing, and publishing your User Content on the Sites, without compensation. You also relinquish any moral rights you may hold in your User Content, even if alterations are made that you do not approve of.

By using Metodica Med Spa's services, you agree that they may create or develop content similar to or identical to your User Content. Metodica Med Spa may have obtained similar intellectual property rights from a third party. Metodica Med Spa is not obligated to you in relation to your submissions unless a written agreement is reached between you and Metodica Med Spa. Any discussions or negotiations with Metodica Med Spa about your

submissions do not imply acknowledgment of the uniqueness or originality of your User Content.

**Not required to utilize.** By agreeing, you acknowledge that we have no obligation to retain or utilize your User Content in any manner.

**Engagement with Users.** You are responsible for your interactions with other users, whether on the Sites or elsewhere. We do not assume responsibility for any user's behavior. We retain the right, though not the obligation, to oversee or intervene in conflicts between you and other users. Using common sense and exercising sound judgment when engaging with others is advisable.

## POLICY ON ACCEPTABLE USE

By utilizing the Sites, you are bound by the condition that you will refrain from engaging in, or promoting, allowing, or aiding any third party in, performing any actions, or uploading any User Content on or through the Sites that:

- Content that is illegal, discriminatory, menacing, abusive, harassing, slanderous, libelous, deceitful, fraudulent, intrusive of privacy, tortious, pornographic, obscene, offensive, profane, or vulgar is prohibited.
- Encourages the trading or consumption of drugs and controlled substances, discrimination, prejudice, racism, hatred, harassment, or violence against individuals or groups.
- Violates any copyright, trademark, patent, trade secret, right of publicity, right of privacy, or any other individual or entity's rights;
- Involves unauthorized or unsolicited advertising, spam, mass emails, chain letters, or surveys;
- Reveals personal details of another individual, like their address, phone number, email, credit card information, or any data that could be used for tracking, contacting, or pretending to be that person or that is highly private in nature;
- Contains visual, audio, or multimedia content featuring individuals under the age of 18;
- Includes business-related activities like competitions, giveaways, or trade; promoting or facilitating commercial ads or solicitations; advertising goods or services; reselling, renting, leasing, or offering the Services for payment to any party;
- Assumes the identity of any individual or organization, including any staff member or representative of Metodica Med Spa;
- Participates in or endeavors to participate in any potentially harmful activities aimed at the Sites, such as breaching or attempting to breach any security measures of the Sites; utilizing manual or automated software or other methods to scrape, crawl, spider, or similarly access or duplicate any part of the Sites or to incorporate any part of the Sites into training or other applications within large language models, artificial intelligence technologies, or other machine learning tools, products, services, or functionalities (with the exception that we provide public search engine operators with the revocable authorization to use spiders to duplicate content from our websites solely for the purpose of creating publicly accessible searchable indices of the content, excluding caches or archives of such content); introducing or transmitting viruses, worms, spyware, malware,

- or any other form of malicious code into or through the Sites; disrupting or attempting to disrupt the proper operation or use of the Sites by others, including through methods like overloading, flooding, spamming, mail bombing, or causing the Services to crash;
- Involves or tries to engage in any of the subsequent actions: disabling, bypassing, altering, defeating, breaching, eliminating, impairing, circumventing, or otherwise disrupting digital rights-management technology or other functionalities or technology that restricts or hinders the use of the Sites or the content on the Site; or
  - Automates the procedure of transmitting or accessing Site Content.

Failure to comply with these terms may lead, at our discretion, to the removal of your submissions, temporary suspension or permanent deletion of your account, and/or termination of this Agreement and your access to the Sites.

## **REPORTING INTELLECTUAL PROPERTY VIOLATIONS**

Utilizing the Sites in a manner that violates the rights of any third party is prohibited. Metodica Med Spa urges users to report any content on the Sites they believe infringes upon their rights. Reporting potentially infringing content is limited to the intellectual property rights owner or an authorized representative. If you genuinely believe that content on the Sites violates your intellectual property rights, such as copyright or trademark, please adhere to the outlined procedures below.

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA), Metodica Med Spa has appointed a designated agent to receive notifications of copyright infringement and adheres to the DMCA's notice and takedown procedures. If you suspect that your work has been unlawfully copied, please furnish Metodica Med Spa's copyright agent with the necessary details as outlined in the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. 512: (a) a signature, either physical or electronic, from an individual authorized to act on behalf of the allegedly infringed exclusive right owner; (b) identification of the copyrighted work allegedly infringed, or, if multiple works are involved, a representative list; (c) details to help locate the infringing material; (d) contact information for the complaining party; (e) a statement affirming the complaining party's belief that the material's use is unauthorized; and (f) a declaration that the notification is accurate and that the complaining party is authorized to act on behalf of the exclusive right owner allegedly infringed, under penalty of perjury.

If you suspect that any content on a Site violates your rights other than copyrights, kindly furnish Metodica Med Spa with the following details: (a) a signature, either physical or electronic, from an authorized individual representing the owner of an exclusive right allegedly infringed; (b) specifics about the material claimed to be infringing or the subject of infringing activity, along with details to help us locate it; (c) a description of your rights and reasons why you believe the content breaches your rights, providing sufficient information for us to assess your complaint; and (d) accurate contact details for you.

Kindly forward any copyright infringement claims related to a Site or complaints about alleged rights violations to Metodica Med Spa's designated copyright agent. You can contact the copyright agent using the following details:

**Mailing Address:**

Metodica Management Inc  
626 Sheepshead Bay Road, Suite #530, Brooklyn, NY, 11224

**Phone: +1 917 717 98 85**

**E-mail Address:** [office@metodica-cosmetology.com](mailto:office@metodica-cosmetology.com)

We enforce a policy of account termination for users who, in our reasonable judgment, repeatedly infringe. Determining potential violations of your intellectual property rights or compliance with DMCA requirements can be challenging. Additional information may be requested before any infringing content is taken down. In cases where ownership rights are disputed, we retain the right to temporarily remove your content and that of the alleged infringer until the matter is resolved.

Metodica Med Spa will notify you if your materials are removed due to a third-party complaint alleging infringement of their intellectual property rights.

**SOCIAL DISTRIBUTION**

Metodica Med Spa may grant you permission, solely through explicit written consent or by utilizing the functionality provided on the Site by Metodica Med Spa, to partake in specific personal uses of the Site Content. These uses may include sharing Site Content with others, known as "Social Distribution." For instance, you might be able to forward Site Content to friends or publish it on a third-party website. By engaging in Social Distribution, you agree not to make any representations, commitments, or endorsements on behalf of Metodica Med Spa. Furthermore, you agree not to suggest affiliation between yourself and Metodica Med Spa or imply that Metodica Med Spa endorses your statements. Metodica Med Spa retains the right to withdraw permission for Social Distribution at any time and for any reason. You must promptly halt Social Distribution upon receiving notice of permission revocation and adhere to any terms we establish regarding the Social Distribution of Site Content.

**EXTERNAL LINKS AND CONTENT**

Links from the Metodica Med Spa's Sites or communications may lead to third-party websites or online features. The Sites might also display third-party content that is beyond our control, maintenance, or endorsement.

Metodica Med Spa, Physician-Owned Clinics, and their service providers are not accountable for the practices of any third party. Any interactions and transactions with third parties discovered through the Sites, such as product purchases and service agreements, are solely between you and the third party. You acknowledge that neither Metodica Med Spa nor any Physician-Owned Clinic is responsible for any losses or damages resulting from your engagements with third parties.

**ESTABLISHING LINKING POLICY**

Metodica Med Spa grants you the revocable permission to link to the Sites; provided, however, that any link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that Metodica Med Spa or the Sites are endorsing or sponsoring any third party or its products or services, unless Metodica Med Spa has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Metodica Med Spa's sole opinion, harm Metodica Med Spa or its products or services; (d) must not use any Metodica Med Spa trademarks without the prior written permission from Metodica Med Spa; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Metodica Med Spa's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to a Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything contrary in these Terms, Metodica Med Spa reserves the right to prohibit linking to the Sites for any reason in our sole and absolute discretion.

## **PROMOTIONS**

Within the Sites, there might be sweepstakes or promotions subject to specific rules outlining the details and eligibility criteria, like age or location restrictions. It is your duty to review these rules to confirm the validity of your participation, registration, or entry and to understand the sponsor's expectations regarding the relevant sweepstakes or promotion.

## **MEDICAL DISCLAIMER**

Metodica Med Spa offers skincare products and medical spa services. Metodica Med Spa products bought through the website should only be used as directed by a Metodica Med Spa clinician. These products are not meant to diagnose, treat, cure, or prevent any medical conditions and should not be considered medical advice or a replacement for medical treatment. Individuals on medication, undergoing treatment for an illness, pregnant, or nursing are advised to consult their healthcare provider before using any of the products.

## **WARRANTY DISCLAIMER STATEMENT**

To the maximum extent allowed by the law, the Sites, which include the Site Content and any products and services offered by Metodica Med Spa through the Sites, are provided on an "As Is," "As Available," and "With All Faults" basis. Metodica Med Spa and its parent companies, affiliated entities, Physician-Owned Clinics, vendors, and their respective directors, officers, employees, or representatives (referred to collectively as the "Metodica Med Spa Parties") do not provide any express or implied representations, warranties, or endorsements regarding (a) the Sites and the Site Content; (b) products or services sold through the Sites; (c) User Content; and/or (d) the security related to transmitting information to Metodica Med Spa or through the Sites. Furthermore, the Metodica Med Spa Parties disclaim all warranties, including but not limited to merchantability, fitness for a specific purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration, and freedom from computer viruses, to the fullest extent permitted by law. We cannot guarantee

the quality of any products, services, information, or other materials you acquire will meet your expectations.

Metodica Med Spa Parties do not guarantee that the Sites will be free from errors or interruptions, ensure defect corrections, or confirm the absence of harmful components like viruses in the servers hosting the Sites. They also do not assert that the information, including instructions, on the Sites, is accurate, complete, or beneficial. Users know that using the Sites is solely at their own risk.

Metodica Med Spa Parties do not assure that using the Sites is lawful in any specific jurisdiction and explicitly disclaim such assurances. Using a Site, users confirm that their actions comply with the law in all jurisdictions where they access the Site. These terms of use do not seek to limit any statutory consumer guarantees or implied conditions or warranties that cannot be excluded by law without contravening statutes or rendering any part of the Terms void ("Non-Excludable Guarantees").

## **LIABILITY LIMITATION; WAIVER TERMS**

To the fullest extent allowed by the law applicable, and excluding any Non-Excludable Guarantees, you acknowledge that under no circumstances will the Metodica Med Spa Parties be held accountable to you or any other party for indirect, economic, special, incidental, or consequential losses or damages arising from various factors. These factors include (a) the Sites or the Site Content; (b) User Content; (c) your utilization of any products or services acquired from the Sites; (d) your interaction with, inability to interact with, or the performance of the Sites; (e) actions taken during investigations by the Metodica Med Spa Parties or law enforcement authorities concerning your use of the Sites; (f) actions taken regarding copyright or other intellectual property rights; (g) any inaccuracies or oversights in a Site's technical functionality; or (h) any harm resulting from events beyond our reasonable control, such as damages to any user's computer, mobile device, or other equipment or technology, including, but not limited to, damage from security breaches, viruses, bugs, tampering, fraud, errors, omissions, interruptions, defects, delays in operation or transmission, computer line or network failures, or any other technical or other malfunctions. This also encompasses damages for lost profits, loss of goodwill, data, work interruptions, result accuracy, or computer failures, even if foreseeable or even if the Metodica Med Spa Parties were informed of or should have been aware of the potential for such damages. Nonetheless, under no circumstances will the total liability of Metodica Med Spa Parties towards you for all damages, losses, or causes of action, excluding those related to any Non-Excludable Guarantees, surpass the lesser of the amount you paid, if any, to Metodica Med Spa for the product(s) or service(s) acquired through the Sites, or ten US dollars (\$10.00). The aforementioned cap on damages does not aim to restrict the obligation of Metodica Med Spa Parties to cover prevailing party costs or fees if they are recoverable under the applicable law. The restrictions outlined in this section shall not restrict or exempt Metodica Med Spa Parties from liability in cases of personal injury or property damage caused by Metodica Med Spa Parties or in instances of gross negligence, fraud, intentional misconduct, willful behavior, malicious actions, or reckless conduct by Metodica Med Spa Parties.

By utilizing the Metodica Med Spa Parties' services, you acknowledge that any damages, losses, or injuries resulting from their actions or inactions are not significant enough to warrant an injunction against using their websites, properties, products, services, or other content. You relinquish any rights to halt or restrict the creation, production, distribution, advertising, display, or utilization of any materials owned or overseen by the Metodica Med Spa Parties. By accessing the Sites, you recognize that you may be giving up rights to potential claims that are currently unknown or unexpected. By agreeing to this waiver, you confirm that you have reviewed and comprehended the implications and explicitly renounce the protections provided by section 1542 of the Civil Code of California and similar laws in other states or territories.

In a general release, claims unknown to the creditor or releasing party at the time of signing the release, which, if known, would have significantly impacted their settlement with the debtor or released party, are not covered. This provision ensures that the release agreement does not waive undisclosed claims that could have influenced the settlement.

## **INDEMNIFICATION**

To the maximum extent allowed by the law, you commit to protecting, compensating, and absolving the Metodica Med Spa Parties from any claims, expenses, investigations, liabilities, judgments, settlements, and costs, including legal fees, that directly or indirectly stem from or are linked to: (a) your User Content; (b) your utilization of the Sites or activities associated with them; (c) your violation or anticipated violation of these Terms or any Additional Terms; (d) your infringement of any laws, rules, regulations, codes, statutes, ordinances, or directives of governmental and quasi-governmental bodies, encompassing all regulatory, administrative, and legislative entities; (e) data or material transmitted through your device, even if not provided by you, that breaches, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other rights of any individual or defames any person; (f) any false statements made by you; or (g) the utilization of your information by the Metodica Med Spa Parties as allowed under these Terms, the [Privacy Policy](#), or any other documented agreement between you and Metodica Med Spa. You will fully cooperate with the Metodica Med Spa Parties in defending against any claims. The Metodica Med Spa Parties retain the right to take on the exclusive defense and management of any matter subject to indemnification by you, and you will not settle any claim without the prior written approval of an authorized employee of the Metodica Med Spa Parties.

## **COMMUNICATIONS**

Our communication with you involves electronic methods, like emails, posting notices on the Sites, or other electronic forms. By using our services, you consent to receiving communications electronically. This includes terms, agreements, notices, and disclosures. These electronic communications fulfill legal requirements as provided in a non-electronic format. Your statutory rights remain unaffected.

If you have subscribed to marketing or other communications from us, you can opt-out at any time by following the provided instructions. Please be aware that even if you opt-out, you

will still receive account-related emails, such as purchase receipts, financial information, treatment instructions, appointment reminders, and other relevant information. Additionally, we may send updates on policies or Terms as required by law to the email address you provided.

## **TERMINATION**

Metodica Med Spa retains the authority to end your access to and utilization of the Sites at its own discretion, without prior notice or liability, for any reason or without any reason. The spa also has the right to probe suspected breaches of these Terms, including any violations from emails sent to the Sites or Metodica Med Spa. Any infringements may be reported to law enforcement. Upon termination of your access or at the spa's request, all rights granted under these Terms will promptly cease, and you must discontinue using the Sites. Furthermore, Metodica Med Spa can alter, remove, suspend, or entirely or partially discontinue (temporarily or permanently, at any time, with or without notice) any Site Content or halt the operation of any Site.

## **GEOGRAPHICAL LOCATIONS OF SITES AND TERRITORIAL LIMITATIONS**

Metodica Med Spa manages and runs the Sites from its offices in the United States and does not guarantee that the information, products, or services available on the Sites are suitable for use in other regions. The content on the Sites is not intended for distribution to individuals or entities in jurisdictions where such actions would violate laws or regulations or require Metodica Med Spa to register within that jurisdiction. Users accessing the Sites from outside the United States do so at their own discretion and must comply with both U.S. and local laws related to online behavior and content, where applicable. We retain the right to restrict access to the Sites or specific sections to individuals in certain geographic areas or jurisdictions at our discretion. Additionally, we may limit the quantities of any content, program, product, service, or feature we offer on the Sites.

## **GOVERNING LAW/VENUE**

When you visit the Sites, you consent to the Federal Arbitration Act, relevant federal regulations, and the laws of New York State without considering any conflicting legal provisions. These and the JAMS rules (as defined below) will regulate any arbitration proceedings. If a claim is deemed not suitable for arbitration, it must be presented in a New York, New York court with the standard choice-of-law regulations applying to the case.

## **AGREEMENT ON ARBITRATION, CLASS ACTION WAIVER, DISPUTE RESOLUTION**

**Both you and Metodica Med Spa agree to forgo the option of a trial by jury and the ability to initiate or settle any disagreement as a class, consolidated, representative, collective, or private attorney general lawsuit arising from these Terms, including claims concerning Metodica Med Spa's advertising and business practices (referred to as the "Covered Disputes"). Both parties also relinquish the right to engage in a class, consolidated, representative, collective, or private attorney general lawsuit regarding any dispute brought by another individual. Despite any conflicting clause in**

**the JAMS regulations, the arbitrator is not authorized to conduct the arbitration as a class, consolidated, representative, collective, or private attorney general lawsuit, or to merge, combine, or otherwise unite the claims of various individuals into a single proceeding.**

Except disputes concerning the violation of either your or Metodica Med Spa's intellectual property rights (such as trademarks, trade dress, copyrights, and patents) or cases where Metodica Med Spa is pursuing injunctive relief (referred to as the "Excluded Disputes"), both parties agree to resolve all other Covered Disputes exclusively through arbitration. In arbitration, there is no involvement of a judge or jury, and the review process is restricted. The arbitrator's decision and the resulting award are considered final and binding, subject to limited exceptions, and can be enforced in any court with appropriate jurisdiction. The involved parties mutually agree that, except the conditions outlined above, any dispute, legal action, or legal process arising from or in connection with these Terms or your utilization of the Sites (including the acquisition of products or services through the Sites) will be exclusively settled through binding arbitration conducted by a single arbitrator following the Streamlined Arbitration Rules & Procedures of JAMS Inc. ("JAMS") or any subsequent entity replacing JAMS. Should JAMS fail to schedule a hearing within thirty (30) days after submitting a "Demand for Arbitration," either party can opt for another arbitration administration service acceptable to both parties to oversee the arbitration proceedings. You can conduct the arbitration via telephone, through written submissions, or in person at a mutually agreed location, either in the county of your residence or another designated place. The arbitration process will be governed by both federal and state laws that apply to these Terms. Disputes will be resolved individually and will not be combined with any other proceedings involving claims or controversies of a different party, including class actions or class arbitrations. However, if a court or arbitrator deems this restriction as unconscionable or unenforceable or for Excluded Disputes, the agreement to arbitrate will not be valid, and the dispute must be brought to a court as specified in the Governing Law/Venue section above. Upon demonstrating that arbitration costs would be excessively high compared to litigation expenses, Metodica Med Spa will cover a portion of the administrative and arbitrator fees imposed by JAMS (or an alternative arbitration service) as deemed necessary by the arbitrator to prevent the arbitration from becoming financially burdensome in comparison to litigation. Neither party can pursue qualifying claims in small claims court despite this clause. Under no circumstances can you request or be granted rescission, injunctive relief, or any other equitable remedy to halt the operation or use of the Services or any other assets of Metodica Med Spa (except that California residents retain the right, if applicable, under relevant laws to seek public injunctive relief as per this dispute resolution provision).

You and Metodica Med Spa have agreed that if fifty (50) or more individual arbitration requests of a similar nature are filed against Metodica Med Spa within a period of approximately thirty days (or in close proximity), JAMS will handle all such arbitration demands collectively as a single, consolidated arbitration. This will involve a unified set of fees, a proceeding schedule, and, if necessary, a hearing before a single arbitrator, following the guidelines specified elsewhere in this section. However, if the arbitrator finds it impractical or unfair to manage all claims collectively in one arbitration, they have the option to group arbitration demands into sets of no less than twenty (20) matters, with any remaining matters forming an additional group (or as deemed practical, fair, and aligned with

the intent of this provision by the arbitrator) and arbitrate each group as a single, consolidated arbitration, known as a "Batch Arbitration."

You and Metodica Med Spa mutually agree to engage with JAMS cooperatively to facilitate resolving disputes through Batch Arbitration. It is understood that arbitration requests are considered to be of a "similar nature" if they stem from the same event, agreement, or factual scenario, involve similar legal issues, and seek comparable relief. Any disagreements regarding the applicability of the Batch Arbitration process will be resolved through a unified arbitration proceeding that includes all relevant parties and is overseen by a single arbitrator by the stipulations outlined in this section. This Batch Arbitration clause does not authorize class or collective arbitration, joint claims, or consolidated actions except as explicitly detailed in this section.

The JAMS regulations and further details can be found on the JAMS website. By accepting to abide by these Terms, you are either (a) confirming that you have reviewed and comprehended the regulations of JAMS or (b) forfeiting your chance to review the regulations of JAMS and any argument that the regulations of JAMS are unjust or should not be applicable under any circumstances.

To decline and not be obligated by the arbitration and class action waiver terms outlined in this section, you retain the option to opt-out by submitting a written notification of your decision to the specified address: Metodica Management Inc., 626 Sheepshead Bay Road, Suite #530, Brooklyn, NY, 11224, E-mail Address: [office@metodica-cosmetology.com](mailto:office@metodica-cosmetology.com).

New users need to send the notification within 30 days of creating an account with Metodica Med Spa while existing users must do so within 30 days of the policy taking effect. Failure to opt out will indicate your agreement to the terms specified in this section. Opting out will also release Metodica Med Spa from any associated responsibilities.

## MISCELLANEOUS

Metodica Med Spa's failure to respond to a breach of these Terms by you or others does not mean a waiver or limit the rights of Metodica Med Spa regarding such breach or any future breaches. Any waiver of these Terms by Metodica Med Spa is only valid if it is in writing and signed by an authorized officer. The conduct between the parties or trade practices will not alter these Terms. Metodica Med Spa can transfer its rights and obligations under these Terms to any party without notifying you. You cannot assign these Terms without Metodica Med Spa's prior written consent. If any provision of these Terms is deemed unlawful, void, or unenforceable, it will be separated from the rest without affecting their validity. If a court finds any provision of these Terms overly broad, unfair, or unreasonable, it will be enforced to the maximum extent possible. Section titles are for convenience only and hold no legal weight. You acknowledge that these Terms will not be interpreted against Metodica Med Spa because they were drafted by them. Any changes to these Terms must be in writing and signed by Metodica Med Spa to be binding. Provisions that logically survive termination will remain in effect after the Terms end for any reason.

## OUR AUTHORITY TO REVISE THESE TERMS

Metodica Med Spa retains the right to adjust or supplement these Terms at any moment without prior notification ("Updated Terms"). By using the Sites, you consent to the possibility of us informing you about the Updated Terms by publishing them on the Sites in a way that is easily accessible through a link on the homepage or otherwise. Your continued use of a Site after our publication of the Updated Terms (or engaging in any other specified conduct) signifies your acceptance of the Updated Terms. It is advisable to review these Terms before accessing a Site. The Updated Terms become effective upon posting, or at a later date specified within them and will govern your Site usage from that moment onward.

## **CONTACT US**

Metodica Management Inc  
626 Sheepshead Bay Road, Suite #530, Brooklyn, NY, 11224

**Phone: +1 917 717 98 85**

**E-mail Address:** [office@metodica-cosmetology.com](mailto:office@metodica-cosmetology.com)