

Privacy Policy

Terms of Service — Evolve Skin Aesthetics

Business Name: Evolve Skin Aesthetics ABN 71 163 778 925

Contact: info@evolveskinaesthetics.com.au

02- 4284 5861

Overview

This website is operated by Evolve Skin Aesthetics. Throughout the site, the terms “we”, “us” and “our” refer to Evolve Skin Aesthetics. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here (collectively, “Terms”).

By visiting our site and/or purchasing products or booking services from us, you engage in our Service and agree to be bound by these Terms, including any additional terms and policies referenced herein and/or available by hyperlink (e.g., our Privacy Policy, Refunds & Cancellations, Shipping). These Terms apply to all users of the site including browsers, clients, and contributors of content. If you do not agree to all the Terms, you may not access the website or use our services.

You can review the most current version of the Terms at any time on this page. We reserve the right to update or change any part of these Terms by posting updates to our website. Your continued use of the site following any changes constitutes acceptance of those changes.

Our online store/booking platform may be hosted by a third party (e.g., Shopify, Squarespace, Timely, Fresha) which provides us with the e-commerce and/or booking tools.

Section 1 – Online Store & Booking Terms

By agreeing to these Terms, you represent that you are at least the age of majority in your state or territory of residence, or you are the age of majority and you have given us your consent to allow any of your minor dependants to use this site.

You must not use our products or services for any illegal or unauthorised purpose, nor may you violate any laws in your jurisdiction (including but not limited to copyright laws).

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (excluding credit card information) may be transferred unencrypted and involve transmissions over various networks and changes to conform to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks via our payment provider(s).

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without our express written permission.

Section 3 – Accuracy, Completeness & Timeliness of Information

Information on this site is provided for general information and marketing purposes and should not be relied upon as medical or professional advice. We are not responsible if information made available on this site is not accurate, complete or current. We may modify the contents of the site at any time, but have no obligation to update information.

Section 4 – Modifications to the Service & Prices

Prices for our products and services are subject to change without notice.

We may modify or discontinue the Service (or any part or content) at any time without notice.

Section 5 – Products & Clinical Services

Certain products or services may be available exclusively online. These may have limited quantities and are subject to our Refunds & Cancellations policy.

Descriptions of products, services and pricing are subject to change at any time without notice. We reserve the right to discontinue any product or service at any time. Any offer for any product or service is void where prohibited.

Clinical disclaimer: Cosmetic treatments involve risks, contraindications and possible side effects. Suitability is assessed by a qualified clinician at consultation. Results vary between individuals and cannot be guaranteed. Pre- and post-care instructions must be followed. Where required by law, informed consent will be obtained prior to treatment.

Section 6 – Accuracy of Billing & Account Information

We reserve the right to refuse any order or booking you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order/booking. These restrictions may include orders placed under the same account, credit card, or using the same billing/shipping address. If we change or cancel an order, we may attempt to notify you via the contact details provided.

You agree to provide current, complete and accurate purchase, booking and account information. For more details, please review our Refunds & Cancellations policy.

Section 7 – Optional Tools

We may provide access to third-party tools which we do not monitor nor control. You acknowledge that we provide access to such tools “as is” and “as available” without warranties or endorsements. Any use by you of optional tools offered through the site is entirely at your own risk.

We may also offer new services and/or features in the future (including new tools and resources). Such features/services shall also be subject to these Terms.

Section 8 – Third-Party Links

Certain content, products and services available via our Service may include materials from third parties. Third-party links may direct you to websites we do not own or control. We are not responsible for examining or evaluating the content or accuracy, and will not have any liability for third-party materials, websites, products, or services. Please review third-party policies and practices before you engage in any transaction.

Section 9 – User Comments, Feedback & Other Submissions

If you send submissions (e.g., reviews, ideas, suggestions, photos) whether online, by email, by post, or otherwise (collectively, “comments”), you agree that we may edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are under no obligation to: (1) maintain comments in confidence; (2) pay compensation; or (3) respond.

You agree your comments will not violate any right of any third party, or contain unlawful, abusive, obscene or malware content. You are solely responsible for any comments you make and their accuracy.

Section 10 – Personal Information & Health Information

Your submission of personal information through the site is governed by our Privacy Policy. If you submit medical history, photos or other health information for consultations or bookings, you consent to our collection and handling of that sensitive information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.

Section 11 – Appointment Policies (Bookings, Cancellations & No-Shows)

Deposits: We may require a deposit to secure bookings; deposits are applied to treatment on the day.

Cancellations/Rescheduling: Please provide at least [24/48] hours' notice. Late changes or no-shows may result in forfeiture of the deposit or a fee of [\$\$].

Arrivals: Please arrive on time. Late arrival may shorten your appointment or require rescheduling.

Suitability: If you are not a suitable candidate for a treatment on clinical assessment, we may recommend alternatives. Fees for consultations may apply as per our policy.

See our Refunds & Cancellations policy for full details.

Section 12 – Errors, Inaccuracies & Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions (e.g., descriptions, pricing, promotions, shipping charges, transit times, availability). We reserve the right to correct any errors and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

Section 13 – Prohibited Uses

In addition to other prohibitions set forth in these Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform unlawful acts; (c) to violate any law or regulation; (d) to infringe our or others' intellectual property rights; (e) to harass, abuse, defame, intimidate or discriminate; (f) to submit false or misleading information; (g) to upload or transmit viruses or malicious code; (h) to collect or track personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl or scrape; (j) for obscene or immoral purposes; or (k) to interfere with security features of the Service or the Internet. We may terminate your use of the Service for violations.

Section 14 – Medical Disclaimer

Content on this site (including blogs, images and videos) is for general information only and does not constitute medical advice. It is not a substitute for professional advice, diagnosis or treatment. Always seek the guidance of a qualified health professional with any questions regarding a medical condition or treatment.

Section 15 – Disclaimer of Warranties; Limitation of Liability

We do not guarantee that your use of the Service will be uninterrupted, timely, secure or error-free, or that results will be accurate or reliable. You agree that your use of the Service and any products/services delivered to you are provided “as is” and “as available”, without any representation, warranties or conditions of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, durability, title, and non-infringement.

To the maximum extent permitted by law, in no case shall Evolve Skin Aesthetics, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind (including lost profits, revenue, savings, data, replacement costs) arising from your use of the Service or any products/services procured using the Service. Where liability cannot be excluded under the Australian Consumer Law (ACL), our liability is limited to the remedies set out in the ACL.

Section 16 – Indemnification

You agree to indemnify, defend and hold harmless Evolve Skin Aesthetics and our affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand (including reasonable legal fees) arising from your breach of these Terms or violation of any law or third-party rights.

Section 17 – Severability

If any provision of these Terms is determined to be unlawful, void or unenforceable, that provision shall be deemed severed and will not affect the validity and enforceability of the remaining provisions.

Section 18 – Termination

These Terms are effective unless and until terminated by either you or us. You may terminate by ceasing to use the site. If we suspect you have failed to comply with any provision of these Terms, we may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination.

Section 19 – Entire Agreement

These Terms and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us, superseding any prior agreements or communications. Any ambiguities in interpretation shall not be construed against the drafting party.

Section 20 – Governing Law

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

Section 21 – Changes to Terms of Service

You can review the most current version of these Terms at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website.

Section 22 – Contact Information

Questions about the Terms of Service should be sent to:

Evolve Skin Aesthetics — Legal/Privacy

Email: hello@evolveskinaesthetics.com.au

Phone: 02 -42845861

Address: 3/145 Balgownie Rd, Balgownie, NSW, 2519