

GARDEN CITY WELLNESS SPA™

BUSINESS POLICIES

PRIVACY POLICY

1. We are 100% **HIPAA**-compliant. All personal, medical, and financial information is strictly confidential. This includes your credit card information, address, phone numbers, email addresses on file, and services booked.
2. To track client progress and results, Garden City Wellness Spa™ reserves the right to take before and after photos of all clients. Garden City Wellness Spa™ stores these photos in an individual **HIPAA**-compliant client profile. We will not share or post any images to any social media platforms without express consent.
3. **Electronic Communication:** For any social media platform we operate on, we are not liable for the potential risk of data leaks, client exposure, unforeseen and uncontrollable sharing, and forwarding or reposting private information or media when privately communicating with Garden City Wellness Spa™. Please refer to our business inquiry, reached via email at gcellspa@gmail.com or by calling directly at (516) 440-4800 for questions and concerns.

For example, if a client sends a picture or video content of themselves through our social media, *Tik-Tok*, *Instagram*, or *Facebook* account, it may pose an exposure to potential risk, as social media platforms are not **HIPAA**-compliant. Any action taken by third parties, or media platforms is beyond our control, and we possess no liability for any resulting outcome.

4. TEXTEL PRIVACY POLICY- Text Marketing and Notifications

By subscribing to text notifications, you consent to receive recurring automated marketing messages and appointment reminder messages at the phone number provided. The frequency of messages varies. Consent is not a condition of purchase. Standard message and data rates may apply. You can unsubscribe from receiving text messages at any time by replying STOP to our messages, or by following the instructions provided in the message. For more information on our messaging terms and conditions, text "HELP" to the number you received messages from, or contact customer support at

Personal Information Used for Text Marketing

To deliver text messages, we collect:

- Your Phone Number: So we can send text message notifications regarding your interest in our products and services.
- Appointment Information: To send reminders about hair maintenance or promotional offers.

We respect your privacy and are committed to protecting personal information.

Third-Party Service Providers

We may share your phone number and other relevant information with third-party text messaging platforms that facilitate the delivery and management of our text marketing campaign. These service providers are prohibited from using your personal information for any purposes other than enabling text messaging service.

GENERAL POLICIES:

1. All clients are required to fill out a Client Intake and Medical History yearly. Clients are solely responsible for updating their providers on any changes in their medical condition. Consent forms must be signed the first time a client receives a different service. **Garden City Wellness Spa™ will not perform any service on a client who refuses to fill out these forms in entirety with all required signatures.**
2. Garden City Wellness Spa™, New York, and all service providers are not liable for any adverse reactions, side effects, or complications that occur during or after treatments, if the client falsely represented their medical history, or knowingly participated in a treatment they were contraindicated for. Garden City Wellness Spa™ will not be held liable for any adverse outcomes that occur from client negligence or disregard for the aftercare instructions given by their provider.
3. **All procedures and services are strictly cosmetic and are not eligible for insurance.** Payment for treatment, services, or retail products is due at the time they are rendered. We accept all major credit cards, apple, google pay, and care credit. Any client paying with a credit card must provide a valid government photo ID.
4. All clients can stop a service at any time. Clients are responsible for expressing their desire to cease treatment in a clear and unambiguous manner. The client will pay a 30% service fee, with the exception of all injectables in which case, the client will be charged the full amount of the product already administered.
5. Garden City Wellness Spa™ staff reserve the right to refuse service to anyone they deem a poor candidate for a chosen service, or if the service poses a risk to the health of the client, or staff. Any verbal or physical abuse directed to our staff/providers will not be tolerated and the client will be escorted out and banned from future bookings.
6. Clients should arrive 10-15 minutes before the scheduled appointment to complete mandatory paperwork.
7. Garden City Wellness Spa™ will not be held responsible for any lost, misplaced, or stolen items left unaccompanied on the premises.
8. PACKAGES- All package purchases are **NON-REFUNDABLE AND NON-TRANSFERRABLE**. Packages cannot be shared between multiple clients or redeemed for other services or retail products. **ALL PACKAGES PURCHASED USING CARE CREDIT EXPIRE WITHIN 90 DAYS OF PURCHASE (AS PER CARE CREDIT GUIDELINES).**
9. RETAIL- All retail products are **FINAL SALE**.

10. GIFT CARDS/GIFT CERTIFICATES- Gift cards/certificates do not expire. Gift cards are **NON-REFUNDABLE** and cannot be reloaded. Gift cards cannot be used for gratuity or deposits (if a deposit is required, the deposit must be paid with cash or a credit card and the deposit will be refunded to the original form of payment upon service completion).
11. MEMBERSHIPS- All membership benefits apply exclusively to the named individual member only and are not transferable to any other individual, regardless of the relationship. *Memberships can be terminated for a refund thirty (30) days, from the onset of membership.* **A client who cancels a membership within the thirty (30) day grace period will be refunded the original membership cost MINUS the balance of any discounted services received during the membership.**

CANCELLATION & LATE FEES AND DEPOSITS:

1. Garden City Wellness Spa™ has a **one (1) strike no-call, no-show policy**. For all clients who do not call, or no-show for their appointment, **a deposit of 20% of the service cost will be required for all future appointments at the time of booking.**
 - This deposit is refundable up to 24 hours before your appointment and is non-refundable 24 hours before your appointment.
 - If a client needs to cancel or reschedule an appointment after 24 hours, the deposit will be held and can be transferred to another appointment date; however, any client who cancels 2 hours or less before their appointment will forfeit the deposit.
2. If you arrive fifteen (15) minutes late, a provider may take you at their discretion. However, **a late fee of \$20.00 will be added to the cost of service**, if the service is performed. The provider may also deny you service at their discretion and you will be marked as a no-call, no-show.
3. **All IV Vitamin Infusion appointments require a \$75 deposit at the time of booking.** All IV bags are made fresh for each individual client and therefore, **the deposit will be forfeited if an appointment is canceled or rescheduled with less than 24-hour notice.**
4. Gift cards cannot be used for deposits (if a deposit is required, the deposit must be paid with cash or a credit card and the deposit will be refunded to the original form of payment upon service completion).

5. We may decline requests from clients who have missed multiple appointments. Clients will be automatically blocked from online booking after three (3) missed appointments.

POLICY ON MINORS:

1. All minors, defined as any individual under the age of eighteen (18), require authorization and consent from a parent, legal guardian, or authorized representative of the parent/legal guardian who is at least eighteen (18) years of age. A parent or legal guardian or authorized representative of the parent/legal guardian who is at least eighteen (18) years of age is required to sign ALL consent forms as well as a parental consent form. The parent, legal guardian, or authorized representative of the parent/legal guardian who is at least eighteen (18) years of age **MUST** be present **ON THE PREMISES** for the duration of all services.
2. The minimum age allowable for the *Salt Therapy Cave* session is twelve (12) years of age, and the minor must be accompanied by a parent, legal guardian, or authorized representative of the parent or legal guardian, that is at least the age of eighteen (18).
3. For laser hair removal appointments on a minor, a parent, legal guardian, or authorized representative of the parent/legal guardian who is at least eighteen (18) years of age **MUST** be present **IN THE TREATMENT ROOM** for the duration of the service.
4. We do not allow unaccompanied minors in our facility. A minor is welcome if they are accompanied by their parent, legal guardian, or an authorized representative of the parent or legal guardian who is at least eighteen (18) years of age and is scheduled for a service, treatment, or consultation.
5. An adult may not leave an unaccompanied minor in the waiting area while receiving a service. Garden City Wellness Spa™ will not be held liable for any injury to, or misconduct and damages from an unaccompanied minor.
6. Authorization of payment for services, products, etc. by another individual (when the individual is not onsite to authorize)

Garden City Wellness Spa™ Business Policies are subject to change. No notice of change shall be required due to any party. Responsibility for knowledge of current Business Policies is the sole duty of patrons, members, clients, customers, or any other persons receiving goods or services from, or in connection with Garden City Wellness Spa™ and their agents, officers, employees, staff, or other associated personnel.