

Terms of Service

These Terms of Service govern your use of the website, www.atossamedspa.com and any related services provided by Atossa Med Spa.

By accessing www.atossamedspa.com, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Atossa Med Spa.

These Terms of Service contain a class action waiver, jury waiver, and an agreement to resolve any dispute that may arise by arbitration.

Atossa Med Spa and its owner, reserve the right to review and amend any of these Terms of Service at their sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

Atossa Med Spa reserves 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 (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

By using this website and the services offered by Atossa Med Spa, you agree Atossa Med spa may use any transmitted information for any legal purpose, and without compensation to anyone.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

1. modify, copy, prepare derivative works of, decompile, or reverse engineer any materials contained on this website;
2. remove any copyright or other proprietary notations from any materials on this website;
3. transfer the materials to another person or "mirror" the materials on any other server;
4. knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Atossa Med Spa provides;

5. use this website or the services offered by Atossa Med Spa to transmit or publish any harassing, indecent, obscene, disparaging, slanderous, defamatory, fraudulent, or unlawful material;
6. use this website or its associated services in violation of any applicable laws or regulations;
7. use this website in conjunction with sending unauthorized advertising or spam;
8. harvest, collect, or gather user data without the user's consent; or
9. use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Cancellation Policy

You agree before scheduling your appointment, that any cancellation must be given by email or text at least 24 hours prior to your appointment to avoid a cancellation charge. No-Shows or a notice of cancellation less than 24 hours prior to the appointment time will result in a cancellation fee amounting to 50% of the cost of the scheduled service.

Text Messages and Other Communications to a Telephone

You authorize Atossa Med Spa to contact you, including by sending text messages and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by Atossa Med Spa may contain sales or marketing content.

Intellectual Property

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of information or materials on this website do not constitute a waiver of any right in such information and materials. Some of the content on this website is the copyrighted work of third parties. Atossa Med Spa's name, logo, and all related names, logos, product and service names, designs, and slogans are the property of Atossa Med Spa and its parent company Achaemenid Medical Corp. You must not use such marks without the prior written permission of Atossa Med Spa. All other names, logos, product and service names, designs, and slogans on the website are the trademarks of their respective owners.

Accuracy of Materials

The materials appearing on our website are not comprehensive and are for general information purposes only. Atossa Med Spa does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

Third-Party Content and Links

The website may contain links to third party content, websites and services. Atossa Med Spa provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that Atossa Med Spa has not reviewed the content, advertising, products, services, or other materials that appear on such third-party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third-party websites or services.

No Agency, Joint Venture, Employment, or Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Atossa Med Spa as a result of these Terms of Service, or as a result of the services provided by Atossa Med Spa. However, Atossa Med Spa may, from time to time participate in collaborations with others subject to a fully-executed written agreement.

Liability

Our website and the materials on our website are provided on an 'as is' basis. To the extent permitted by law, Atossa Med Spa makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall Atossa Med Spa or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if Atossa Med Spa or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

You agree that you will be personally responsible for your use of the website and the information contained on it, and you agree to defend, indemnify, and hold harmless Atossa Med Spa from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys’ and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of this website or services offered by Atossa Med Spa; (ii) your violation of these terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Atossa Med Spa reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and at your expense, and in such case, you agree to cooperate with our defense of such claim.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Atossa Med Spa has not reviewed all of the sites linked on, or to, its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by Atossa Med Spa of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term in these Terms of Service which is wholly or partially void or unenforceable is severed to the extent it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of California. You irrevocably submit to the exclusive jurisdiction of the courts in that State or location.