

BUBBLE GUM X-THETIC™

TERMS AND CONDITIONS

Welcome to BUBBLE GUM X-THETIC!

Prior to and during your enjoyment of our Treatments (as defined below), we wish to bring to your attention the terms and conditions set forth herein regarding the Treatments to be provided to you by our team at BUBBLE GUM X-THETIC. By assessing or using the Treatments or registering through our official website, you are deemed to have acknowledged, read, understood and accepted these Terms and Conditions (as defined below).

These Terms and Conditions are applicable to all Treatments provided by as well as all registrations and related transactions carried out on or through our official website and all other webpages and social media platforms operated by, BBGA Uptown Sdn Bhd and its affiliates, subsidiaries, associate and related companies. For avoidance of doubt, these Terms and Conditions shall be applicable to all registrations made or transactions carried out at or during any events, marketing activities, fairs, exhibitions or expos participated and/or organised by, BBGA Uptown Sdn Bhd and its affiliates, subsidiaries, associate and related companies.

If you do not wish to accept these Terms and Conditions, you shall not access and shall immediately cease browsing our official website and/or any communication / enquiries with our team for the use of the Treatments provided by BUBBLE GUM X-THETIC. Upon acceptance by you, it is hereby agreed that you shall conform to and comply with these Terms and Conditions and such agreement shall constitute a legally binding contract between you and the Company.

For the purpose of these Terms and Conditions, references to "**Company**" shall include each of BBGA Uptown Sdn Bhd, its affiliates, subsidiaries, associate and related companies, as it may be applicable and involved in the provision of the Treatments and/or sale of Products to you (as the case may be).

Any reference to "**BUBBLE GUM X-THETIC**", "**we**", "**us**" or "**our**" shall be a reference to the Company, our shareholders, directors, employees, managers, beauty consultants, representatives, agents, partners and/or our data processor of the Company. If you are an entity, references to "**you**" and "**your**" shall also include your respective shareholders, directors, employees, managers, officers, representatives, agents, partners and related companies.

We have taken reasonable effort to ensure the accuracy and correctness of the information, graphics, statements, articles, data and any other material contained and published on our official website. We make no representations on the accuracy, reliability and correctness of such materials and we reserve the right to amend, delete, replace or otherwise change the materials on our official website.

Our official website may also contain information or material from third parties and we make no representations or warranties for such information and material. We strongly encourage that you read and understand the terms and conditions and privacy policies of such third parties' websites prior to using them and before disclosing to them your Personal Data (as defined below).

PART I – GENERAL TERMS AND CONDITIONS

1. INTERPRETATIONS AND DEFINITIONS

1.1. Unless the context otherwise requires, the following words and expressions have the meanings set out below:

"Account"	:	means the official customer account created by and registered with BUBBLE GUM X-THETIC in respect of each customer who signed up for the Treatments;										
"Personal Data"	:	any information collected by BUBBLE GUM X-THETIC and it relates directly or indirectly to a data subject that is identified or identifiable from that information. Such data may include name, electronic mail address, residential address, contact number, identification card number / passport number, date of birth, gender, occupation, bank account details, or such other information as may be provided by you from time to time pursuant to our engagement or correspondences related to the Treatments;										
"Party" or "Parties"	:	means BUBBLE GUM X-THETIC and you (as the customer to the Treatments and/or Products);										
"Products"	:	means products made available by BUBBLE GUM X-THETIC for sale to customers or for use during the carrying out of the Treatments including: <table><tr><td>• SEA-V Moisturising & Firming Mask</td><td>• Youth (Restoration Serum)</td></tr><tr><td>• Hydro (Rejuvenating Moisturiser)</td><td>• Glow (Enhancing HA Serum)</td></tr><tr><td>• Purify (Cleansing Gel)</td><td>• Xquisite (Regeneration Serum)</td></tr><tr><td>• Spotless (Acne & Scar Cream)</td><td>• Protect –SPF 50 Sunscreen (Radiance)</td></tr><tr><td>• Tingle (Hydrating Biocellulose Mask)</td><td>• Protect –SPF 50 Sunscreen (Naturale)</td></tr></table>	• SEA-V Moisturising & Firming Mask	• Youth (Restoration Serum)	• Hydro (Rejuvenating Moisturiser)	• Glow (Enhancing HA Serum)	• Purify (Cleansing Gel)	• Xquisite (Regeneration Serum)	• Spotless (Acne & Scar Cream)	• Protect –SPF 50 Sunscreen (Radiance)	• Tingle (Hydrating Biocellulose Mask)	• Protect –SPF 50 Sunscreen (Naturale)
• SEA-V Moisturising & Firming Mask	• Youth (Restoration Serum)											
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• Spotless (Acne & Scar Cream)	• Protect –SPF 50 Sunscreen (Radiance)											
• Tingle (Hydrating Biocellulose Mask)	• Protect –SPF 50 Sunscreen (Naturale)											

and such other beauty products as may be added or offered by BUBBLE GUM X-THETIC for sale from time to time;

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“Treatments” : means the provision of aesthetic treatments including but not limited to chemical peel, fractional ablative laser resurfacing treatments, laser photorejuvenation treatments, cryolipolysis, high intensity focused ultrasound/ radiofrequency, injectable treatments and any other aesthetic treatments offered by respective BUBBLE GUM X-THETIC’s outlets under the trade name of “BUBBLE GUM X-THETIC” or such other trade name as may be determined by BUBBLE GUM X-THETIC from time to time;

“Terms and Conditions” : means this terms and conditions including any revision(s) thereof; and

“Notification” or “notified” : mean a notice by way of any electronic communication, public announcements or publication on our official website, facsimile transmission or comparable means of communication.

- 1.2. BUBBLE GUM X-THETIC reserves the rights to determine on the provisions, variations, modifications and/or upgrades of our official website. Unless otherwise stated, these Terms and Conditions shall be applicable to our official website when varied, modified or upgraded. Our official website may at any time be modified or suspended due to scheduled or non-scheduled maintenance, at the sole discretion of BUBBLE GUM X-THETIC and you will be notified accordingly.
- 1.3. You hereby acknowledge and agree that BUBBLE GUM X-THETIC shall under no circumstance be held liable or responsible, directly or indirectly, for any loss or damage incurred or suffered by any third party arising from any act of delays, inaccuracies or omissions occurring during and in connection with the use of our official website.

2. DURATION

- 2.1. Except as otherwise provided herein, these Terms and Conditions shall take effect and be binding on you upon the registration of your Account with BUBBLE GUM X-THETIC and shall continue in full force and effect until and unless your Account is terminated. Without prejudice to the relevant laws, all decisions made by BUBBLE GUM X-THETIC in connection with the provisions of these Terms and Conditions shall be conclusive and binding on you.

PART II – PROVISION OF TREATMENTS

1. APPOINTMENT FOR TREATMENTS

- 1.1. You may schedule an appointment with us by way of online engagement (including appointments enquired and made through our official website and available social media platform(s), in person or by telephone. Throughout the process of scheduling an appointment, you are required to provide us your Personal Data (subject always to [our BUBBLE GUM X-THETIC privacy policy](#)) and all such necessary particulars as may be required by BUBBLE GUM X-THETIC for the purposes of securing a treatment slot for you. The slot reserved (at the preferred date and time) for your chosen aesthetic treatment with BUBBLE GUM X-THETIC will be confirmed either by way of phone call or text messages from our team. Should you fail to confirm and subject to Clause 1.2 below, we reserve the right to make available such slot for the next customer.
- 1.2. You are advised to arrive at the BUBBLE GUM X-THETIC’s outlet (where your appointment is scheduled) at least 15 minutes earlier for / to complete the registration process. Thereafter, the BUBBLE GUM X-THETIC team will also have a short briefing session with you on your chosen aesthetic treatment plan. Should there be a ‘no-show’ for 15 minutes after the scheduled appointment time slot and our team are unable to reach you via phone calls or text messages, BUBBLE GUM X-THETIC reserves its absolute right to cancel the booking and make available the slot for the next customer.
- 1.3. At your best endeavour, BUBBLE GUM X-THETIC shall be notified at least 24 hours for any rescheduling or cancellation of the appointment prior to the scheduled appointment date.
- 1.4. Notwithstanding the above, BUBBLE GUM X-THETIC does not guarantee the slot availability and reserves the rights to reschedule, change, cancel or change the location of the affirmed appointment with prior notice to you. Barring any unforeseen circumstances, BUBBLE GUM X-THETIC will use its best endeavour to meet the scheduled appointment time. However, in any unfortunate event of unexpected power failure, water shortage or such other events not within our control, BUBBLE GUM X-THETIC does not guarantee the punctuality of such time for commencement of the Treatments. We would therefore seek your kind indulgence to be patient and you might be expected to wait until such unforeseen event is resolved or for your appointment to be rescheduled.

2. ACCOUNT REGISTRATION

- 2.1. As part of the Account registration process, BUBBLE GUM X-THETIC will request from you your identification documents and extract, where relevant, your Personal Data (subject always to [our BUBBLE GUM X-THETIC privacy policy](#)) for the purposes of your Account registration. Such process includes requesting from you through our official website or by way of physical interactions at the outlet(s) or such other communication mediums between you and representative(s) of BUBBLE GUM X-THETIC.
- 2.2. To ensure a successful registration with BUBBLE GUM X-THETIC, you hereby agree and undertake to complete and sign off the prescribed registration form and consent form(s) to declare your current and/or historical medical state and health condition. You must ensure that all information (including your medical state / health condition) is true, accurate and not misleading in all aspects and shall refrain from using any false identity, misuse the identity of another person through improper or illegal methods. Failing which, BUBBLE GUM X-THETIC reserves the right to take all necessary legal action (including terminating you as a BUBBLE GUM X-THETIC

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customer or suspending your Account indefinitely) against whosoever that has breached the above provisions and you shall bear and take full responsibility of the legal consequences for the breach.

- 2.3. All information provided to us at any point in time whether before or after registration must be true, accurate and up-to-date. If there are any changes made to such information, you are required to notify us promptly for purposes of updating our records.
- 2.4. You acknowledge that BUBBLE GUM X-THETIC has relied solely on the accuracy and completeness of the information provided by you at the point of registration.

3. CONSULTANCY TREATMENTS

- 3.1. Prior to the Treatments, there will be a complimentary consultation provided by our team. During the consultation, our available therapist, consultant or doctor will use their reasonable endeavours to provide the following:
 - (a) introduction and explanation on the Treatments and/or Products;
 - (b) brief explanation on our Terms and Conditions, consent form(s), rules, regulations and applicable policies;
 - (c) general assessment and valuation on your overall health and skin conditions;
 - (d) review of your medical history; and/or
 - (e) propose to you a suitable / appropriate Treatments plan(s) and its associated costs.
- 3.2. BUBBLE GUM X-THETIC reserves the right and absolute discretion to determine the suitable Treatment(s) for you and BUBBLE GUM X-THETIC may refuse to carry out the desired Treatment(s) if in our view, your conditions are deemed to be not appropriate or suitable.

4. ABOUT THE TREATMENTS

- 4.1. Prior to the Treatments, you will be required to signify your consent by completing a consent form together with the declaration of medical history for BUBBLE GUM X-THETIC to perform the Treatments on the targeted area and you acknowledge and understand that such Treatments may not be entirely risk free. You further undertake to read and understand the risk involved and possible outcome stated therein the consent form that you may be exposed to during and after the preferred Treatments. You should immediately seek professional medical advice for diagnosis and treatment upon the occurrence of any severe side effects and/or complications. This clause shall be applicable for all Treatments provided by BUBBLE GUM X-THETIC.
- 4.2. Upon completion and/or post-treatment, please note that the following common side effects, risk and possible complications may occur subject to the Treatments performed on you. For your further and comprehensive understanding, please refer to the descriptions and explanations stipulated in the consent form given by BUBBLE GUM X-THETIC pursuant to the Clause 4.1. above.

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| (a) Chemical Peel | : | Redness, scarring, pigmentation or bacterial or fungal infection. |
| (b) Fractional Ablative Laser Resurfacing Treatment | : | Discomfort, redness, swelling, skin infection, dry skin, crust, burning, anesthesia, pigmentation, or sensitive skin. |
| (c) Laser Photorejuvenation Treatments | : | Bruising, pigmentation, scarring or recurrent viral injection. |
| (d) Cryolipolysis | : | Discomfort, bruising, swelling, infection, bleeding, allergic, pigmentation or delay dealing. |
| (e) High Intensity Focused Ultrasound/ Radiofrequency | : | Discomfort, skin redness, bruise, numbness, burning, scarring or temporary nerve inflammation. |
| (f) Injectable Treatments | : | Asymmetry or unevenness, bruising, swelling and bleeding, infection, headache, weakness or contraindications, discomfort. |

- 4.3. You shall at all times, treat our consultant, therapist and doctor with due respect and courtesy; otherwise, BUBBLE GUM X-THETIC may consider blacklisting any of its customers if BUBBLE GUM X-THETIC in its sole discretion believes that the customer is in any manner being uncourteous or indecent or unbecoming to any of our consultant, therapist or doctor (whether prior or during or after the Treatments).
- 4.4. Any form of photography, recording or filming prior to or during or after the carrying out of the Treatments at any of the BUBBLE GUM X-THETIC's outlet(s) is strictly prohibited unless otherwise permitted by BUBBLE GUM X-THETIC with prior notice to our management.
- 4.5. All tools, equipment, machines and materials within the vicinity of BUBBLE GUM X-THETIC's treatment room shall be property of BUBBLE GUM X-THETIC and such tools, equipment, machines and materials must only be operated, managed or used by the therapist, doctor or such other personnel authorised by BUBBLE GUM X-THETIC. No customers shall remove any such tools, equipment, machines and materials from the treatment room and any unauthorised / unpermitted removal may tantamount to an act of stealing.
- 4.6. Other than the therapist and doctor designated for your Treatments, no third party will be allowed in the treatment room during the carrying out of your chosen Treatments with us.

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4.7. You further agree and permit BUBBLE GUM X-THETIC to take photograph(s) of the all the Treatments and BUBBLE GUM X-THETIC shall have the discretion to publish and use the photograph(s) whether in hard or soft copies, for study and analysis, public releases, advertising or marketing purposes and such other purpose BUBBLE GUM X-THETIC deems fit and necessary. Unless otherwise permitted, BUBBLE GUM X-THETIC agrees not to disclose your identity and information to the public spectrum. If you prefer not to be photographed or would like to have your existing photos being removed, you shall inform BUBBLE GUM X-THETIC of your intention.

5. PRICING AND AVAILABILITY

5.1. All payment for Treatments including the trial price for first time sessions at our BUBBLE GUM X-THETIC outlet, original price per session or package prices shall be paid in full prior to the commencement of any of the Treatments using any payment method as may be prescribed or offered by BUBBLE GUM X-THETIC from time to time.

5.2. You may inform BUBBLE GUM X-THETIC should you wish to opt for instalment plan for the Treatments and agree to abide to the instalment payment plan as may be offered by BUBBLE GUM X-THETIC from time to time. For avoidance of doubt, all instalment payment shall be paid in full to BUBBLE GUM X-THETIC at the second treatment sessions, failing which BUBBLE GUM X-THETIC reserves the right to terminate the provision of Treatments to you and the remaining unutilised treatment shall be deemed forfeited.

5.3. The Treatments purchased shall be utilised for one (1) person only and it shall not be shared, assigned or transferred to any third party unless otherwise allowed and permitted by BUBBLE GUM X-THETIC.

5.4. BUBBLE GUM X-THETIC reserves the absolute rights to adjust, amend, vary and change the prices for the Treatments advertised, displayed or presented at its physical outlet or its official website. The price list shall not be deemed to be final and conclusive as it may be subject to applicable service tax and other miscellaneous charges. You will be notified of such additional charges, if applicable, prior to the commencement of the Treatments of your choice.

6. REFUND AND CONVERSION POLICY

6.1. Without prejudice to the law, all purchases for any treatment sessions or packages in respect of our Treatments are not refundable nor exchangeable for cash.

6.2. Notwithstanding the generality of Clause 6.1 above, if any of the Treatments performed on you by us is not suitable for your health or skin condition prior to the completion of your chosen Treatment, BUBBLE GUM X-THETIC allows for a one-time conversion of the Treatment to another Treatment.

7. NO GUARANTEE FOR TREATMENTS OUTCOME

7.1. Nothing in these Terms and Conditions shall be construed as an assurance, guarantee or warranty to our customers that the outcome for any of the Treatments will meet the outcome desired, intended or expected by you nor will the outcome of the Treatments be identical to that as advertised by BUBBLE GUM X-THETIC on our official website.

7.2. You acknowledge and declare that no promise, representation, warranty and/or undertaking has been given by or on behalf of BUBBLE GUM X-THETIC in respect of the suitability, adequacy and effectiveness of any of the Treatments or its outcome for any of the Treatments and if you have any special health condition, you are strongly advised to make your own enquiries / consultation with your doctor prior to undertaking any Treatments with us.

7.3. Notwithstanding the generality of the foregoing, if any of your Treatments performed on you by us causes after-treatment discomfort or irritation, you may revisit the relevant outlet to consult our therapist or doctor and we will recommend a solution which we in our opinion deem appropriate to ease your discomfort.

However, if our team deem inappropriate and further advise that you seek medical treatment immediately but you refuse to do the same despite our advice against it, we shall not be held responsible and liable for any injury, damage, loss or cost incurred indirectly or incidentally following such treatment whether in contract, tort, negligence or otherwise.

PART III – PRODUCTS

1. GENERAL TERMS

1.1. The Terms and Conditions under this Part III shall be applicable to all Products sold or provided free of charge (by any means) at our BUBBLE GUM X-THETIC outlet and any purchases of our Products through our official website, online store, available social medial platform(s) and e-commerce platform(s), in person or by telephone.

1.2. You shall exercise reasonable care and diligence by reading the instructions carefully and take note of any warning for use of any of our Products and at all material times should be aware of your own medical conditions in determining the compatibility of the use of Products.

1.3. All prices imposed on the Products sold must be paid in full using any payment method as may be prescribed or offered by BUBBLE GUM X-THETIC from time to time. BUBBLE GUM X-THETIC reserves the absolute rights to adjust, amend, vary and change the prices for

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the Products advertised, displayed or presented at its physical outlet or its official website. The price list shall not be deemed to be final and conclusive as it may be subject to applicable sales tax.

- 1.4. Unless otherwise provided herein, all Product(s) sold are not refundable nor exchangeable for cash.
- 1.5. If within a period of 3 days from the date of purchase (if purchased in-store) or date of your receipt of the Product (if purchased through our online store), you return an unused Product(s) purchased from our outlet and BUBBLE GUM X-THETIC in its sole discretion decides that the Product(s) sold are defective, BUBBLE GUM X-THETIC will endeavour at its own cost and expense, replace the defective Product(s) with an identical Product(s) (subject to its availability) and the Product(s) once replaced shall be your only remedy pursuant to these Terms and Conditions. All return of Products can be done at our BUBBLE GUM X-THETIC outlet.
- 1.6. Subject to the provisions under the law, BUBBLE GUM X-THETIC makes no warranty and expressly disclaims any implied warranty in relation to the fitness for purpose, merchantability, effectiveness, performance, use, nature or quality of the Products and hereby disclaims all other warranties, promises and obligations, express, implied or statutory, including any warranties, promises and obligations arising from a course of dealing or usage of trade. In no event shall BUBBLE GUM X-THETIC be liable for indirect, incidental or consequential damages whether in contract, tort, negligence or otherwise.
- 1.7. BUBBLE GUM X-THETIC warrants that it is not aware of any actual or alleged infringements of any intellectual property rights of third party which relates to the Products and BUBBLE GUM X-THETIC shall have no liability to you in the event that the Products supplied to you infringe any intellectual property rights of a third party including without limitation by reason of their possession, sale or use, whether alone or in association or combination with other Products.
- 1.8. To the extent where any exclusion of liability in respect of the Products under these Terms and Conditions is not permitted by law, the aggregate liability of BUBBLE GUM X-THETIC shall in any event not exceed the amount which you have paid to us for the sale of Products.
- 1.9. BUBBLE GUM X-THETIC reserves the rights to dispose of your purchased Products which remained unclaimed and/or uncollected by you once the said Product's expiry date lapses. In such event, BUBBLE GUM X-THETIC shall not be responsible to compensate, exchange nor refund to you in relation to such disposal of Product.

2. TERMS OF USE FOR BUBBLE GUM X-THETIC ONLINE STORE

- 2.1. By you browsing, using and purchasing our Products from our online store, you are deemed to have acknowledged, read, understood and accepted these specific terms of use under this Part III and these Terms and Conditions.
- 2.2. To purchase any of the Products from our online store, you will be required to create an Account with a password of your choice, and all subsequent access will require you to log in with your details and password. You agree and undertake that you must not impersonate any person or otherwise misrepresent your affiliation with any person.
- 2.3. Please keep your log-in details and password confidential and secured and you must not disclose such details to any third party. We are not liable for any loss caused by your failure to secure your log-in details and password. If such details are lost, stolen, misappropriated or otherwise compromised, please notify us and we will facilitate the registration of a new Account.
- 2.4. You may place an order for our Product by submitting the order through the online store and you shall check and are responsible for the accuracy of your order. All orders are irrevocable and we shall be entitled (but not obliged) to process such order without further consent and notice to you. We will thereafter send you an email notifying and confirming your order with an order number assigned to your order.
- 2.5. We reserve the absolute right to accept or decline any and all orders received from or through our online store at our sole and absolute discretion and a decline / rejection of orders might be due to reasons such as an unsuccessful payment or non-cooperative delivery arrangements on your part.
- 2.6. If we are unable to process your order or should there be any delivery in delay by prior notice you, it might be due to the availability of the Product you purchased or there might be an identified error in the description of the Product. We will use our best endeavours to deliver to you the Product soonest once such issue is resolved.
- 2.7. If applicable, the delivery cost for your order and its estimated delivery time to your designated address will be indicated to you prior to the payment. The time for delivery of our Product to you shall not be of essence and none of us or our agent shall be liable for any delay in delivery howsoever caused. You shall be deemed to have accepted the Product(s) purchased upon your full payment for the Product(s) and at which time the title, risk of loss or damage to the Product(s) shall transfer to you upon our delivery to you.
- 2.8. You hereby acknowledge, understood and agreed that all payment for any Product or Treatments (if applicable) purchased from our online store is processed by third party payment system providers and BUBBLE GUM X-THETIC does not retain or process any such payment information. BUBBLE GUM X-THETIC cannot guarantee the security of such third party payment system providers or payment data on our online store, and we are not responsible for any acts or omissions of any such third parties and disclaims any and all liability in connection with the acts, omissions or defaults of such third parties.
- 2.9. If in our opinion that you have breach any of the Terms and Conditions (including the terms of use under this Part III) through your use and/or access of our online store, BUBBLE GUM X-THETIC may in our sole discretion to take any such action against you as we deem

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appropriate including but not limited to suspending your Account or cease your access to our online store or to commence any legal proceedings against you for any such breach.

PART IV – OTHERS

1. BUBBLE GUM X-THETIC PACKAGES

- 1.1. All a la carte treatments, trials (including but not limited to free trials, first time trials and discounted trials) and/or packages purchased or subscribed on or after 1 April 2021 with BUBBLE GUM X-THETIC for the Treatments shall be valid for a period of **4 years only** from the date of first treatment or the first email reminder (whichever earlier) save as otherwise provided hereunder.

2. BUBBLE GUM X-THETIC CREDITS

- 2.1. The BUBBLE GUM X-THETIC credit system set out in this **Clause 2 , Part IV** is applicable to all Treatments.
- 2.2. Each customer who has signed up with us for the Treatments will maintain an account with BUBBLE GUM X-THETIC. Unless otherwise announced by BUBBLE GUM X-THETIC, the credit system allows you to purchase BUBBLE GUM X-THETIC credits that carry the monetary value of:

BUBBLE GUM X-THETIC Credit	=	RM1.00
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BUBBLE GUM X-THETIC reserves the absolute right to vary or adjust the value for every BUBBLE GUM X-THETIC credit issued at any time and in its sole discretion by revision to these Terms and Conditions to be made available on our official website.

- 2.3. Such BUBBLE GUM X-THETIC credits can be used to make purchases for any of the Treatments provided by the Company at our BUBBLE GUM X-THETIC outlet. You may purchase the BUBBLE GUM X-THETIC credits at our BUBBLE GUM X-THETIC outlet for use at our BUBBLE GUM X-THETIC outlet by way of such payment method as may be prescribed by BUBBLE GUM X-THETIC at any time from time to time.
- 2.4. All BUBBLE GUM X-THETIC credits purchased is a form of pre-payment only for the Treatments. It has no association with any credit card, credit line, overdraft protection or deposit account and no interest, dividends or any other earnings on the BUBBLE GUM X-THETIC credits will accrue or be paid or credited to you by BUBBLE GUM X-THETIC. The value associated with the BUBBLE GUM X-THETIC credits is not insured or guaranteed by any person or entity.
- 2.5. All BUBBLE GUM X-THETIC credits purchased on or after 1 April 2021 with BUBBLE GUM X-THETIC shall be valid for a period of **4 years only** from the date of first treatment or session or the first email reminder (whichever earlier) save as otherwise provided hereunder.
- 2.6. As a token of appreciation to its customers, BUBBLE GUM X-THETIC may from time to time issue as reward to its customers complimentary BUBBLE GUM X-THETIC credits at a rate and on occasions or for purposes to be determined by the BUBBLE GUM X-THETIC's management at its sole discretion. All such complimentary BUBBLE GUM X-THETIC credits will be added onto the existing BUBBLE GUM X-THETIC credits already recorded in the Account of a customer.
- 2.7. BUBBLE GUM X-THETIC credits cannot be refundable or exchanged for cash. We reserve the absolute right to limit or refuse the use of BUBBLE GUM X-THETIC credits if we reasonably believe that the use is unauthorised, fraudulent or otherwise unlawful.
- 2.8. BUBBLE GUM X-THETIC credits can only be used for individual treatment (ala-carte) in respect of any of the Treatments and shall not be applicable for product purchases and/or any promotional or discounted items.
- 2.9. No statements or notices in respect of your BUBBLE GUM X-THETIC credits will be sent to you. The amount of BUBBLE GUM X-THETIC credits will be indicated on the receipt upon your purchase of the BUBBLE GUM X-THETIC credits or the aforesaid Treatments (as applicable) and be recorded in our system. You can check your BUBBLE GUM X-THETIC credit balance by enquiring over the counter of our BUBBLE GUM X-THETIC outlet or by contacting our team at shannon@bubblegumx.com.
- 2.10. If you have any questions pertaining to transactions carried out using your BUBBLE GUM X-THETIC credits or if you dispute any of these transactions, please contact our team at shannon@bubblegumx.com or at our BUBBLE GUM X-THETIC outlet for clarification and we will provide an explanation.
- 2.11. Notwithstanding the foregoing provision, you hereby agree and acknowledge that our BUBBLE GUM X-THETIC credits may be subject to other terms and conditions and may from time to time be varied, modified, cancelled or suspended (in any aspect) by way of revision or addition to these Terms and Conditions without prior notice.

3. PROMOTIONAL OFFERS

- 3.1. BUBBLE GUM X-THETIC may at any time from time to time allow for discounts on its Products and/or Treatments (e.g., Trials, Packages, Birthday Promos) for any reason or occasion to be enjoyed by its customers.

The discount rates for packages upgraded / converted at your request shall only be applicable to the net price after deduction of the unused BUBBLE GUM X-THETIC credits transferred pursuant to Clause 2.8 above.

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- 3.2. Notwithstanding the generality of Clause 3.1 above, any such discount rates or treatment packages in respect of the Treatments shall be determined at the sole discretion of BUBBLE GUM X-THETIC and BUBBLE GUM X-THETIC reserves the rights to change, modify, vary or revise the terms of the promotional discounts, vouchers, treatment packages or unlimited packages from time to time.

Notwithstanding the foregoing, BUBBLE GUM X-THETIC reserves its sole and absolute discretion to allow for conversion of any unused sessions purchased pursuant to any of the discounted treatment package(s) into BUBBLE GUM X-THETIC credits for use by the customers for any of the Treatments.

- 3.3. BUBBLE GUM X-THETIC may, for any reason or occasion, issue and release promotional offers to you at the value, validity, redeemable period and type of Treatments to be determined by BUBBLE GUM X-THETIC from time to time. Unless otherwise stated, the terms and conditions applicable to promotional offers issued by BUBBLE GUM X-THETIC may include the following:

- (a) limited for single use transaction only;
 - (b) for use at our BUBBLE GUM X-THETIC outlet only;
 - (c) validity period;
 - (d) not exchangeable either wholly or partially for cash and any unused balance will not be refunded;
 - (e) cannot be used for other sale or promotional items or Treatments provided by BUBBLE GUM X-THETIC;
 - (f) damaged or expired promotional vouchers will not be accepted by BUBBLE GUM X-THETIC and BUBBLE GUM X-THETIC will not replace any promotional vouchers in the case of expired, damaged or lost vouchers;
 - (g) use of promotional offers is subject to any special terms and conditions as may be imposed by BUBBLE GUM X-THETIC;
 - (h) BUBBLE GUM X-THETIC reserves to amend, change or vary the terms and conditions in the promotional offers and all matters relating to and arising from the same; and/or
- if any dispute arises concerning the promotional offers, BUBBLE GUM X-THETIC's decision shall be deemed to be final and binding.

PART V – GENERAL CLAUSES

1. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights to and in the content of our official website (including design, layout, presentations, graphics and all other elements) is owned by, controlled by and/or licensed to (as applicable) BUBBLE GUM X-THETIC and is protected by and governed under the relevant laws related to copyrights, trademarks or other intellectual property rights. Nothing in these Terms and Conditions shall be construed as granting you a licence to use any of such intellectual property rights. You are strictly prohibited from copying, reproducing, modifying, republishing, uploading, posting, adopting, downloading, disseminating, distributing or howsoever deal with any of such content or material from our official website without BUBBLE GUM X-THETIC's prior written consent.

2. INDEMNITY

You agree to indemnify and hold BUBBLE GUM X-THETIC, and each of our directors, officers, agents, and employees, harmless from and against all suits, actions, demands, claims, losses, liabilities, damages, expenses and costs whatsoever arising under any laws of Malaysia (including all legal fees), made by any third party due to or arising out of or resulting from your breach of any of these Terms and Conditions or through any default, omission or negligence on your part in your use of the Products or Treatments.

3. PROHIBITED ACTIVITIES

You agree and undertake that you will not use any information on our official website for any illegal purpose and BUBBLE GUM X-THETIC is entitled to terminate your Account with immediate effect and terminate these Terms and Conditions as against you without notice if we have reason to believe that you are involved directly or indirectly with fraud, money laundering or other illegal and/or criminal activities.

BUBBLE GUM X-THETIC™

4. LIMITATION OF LIABILITY ON USE OF OUR OFFICIAL WEBSITE

- 4.1. All access and downloads of content or information from our official website or such other webpages or linked webpages shall be at your own risk and BUBBLE GUM X-THETIC shall not be liable for any loss of data or interruption due to the usage of any such downloaded content or information.
- 4.2. BUBBLE GUM X-THETIC shall not be responsible directly or indirectly for any system or internet connection failure, error, omission, interruption, delay in transmission or computer virus that has caused the non-provision of Treatments and delay in the provision of the Treatments.
- 4.3. Neither Party shall be liable for the non-performance of any of the Treatments in the event of a Force Majeure event taking place. BUBBLE GUM X-THETIC may cause the closure of some (or all, as required) of its outlet(s) for such time and in such manner as it reasonably deems necessary if it is unable to perform its Treatments due to Force Majeure or deems such closure necessary to protect the business or the health, safety or welfare of its guests, customers and personnel.
- 4.4. An event of "Force Majeure" includes any event or circumstance where there is a riot, war, invasion act of enemies, earthquake, floods, fire or other physical natural disaster, strikes and industrial disputes by the labours, any epidemics, quarantine restrictions or other public health restrictions or advisories; embargoes or lack of materials, supplies or utilities; failure of any applicable governmental authority to issue any requisite approvals, or the suspension, termination or revocation of any material approvals required for the operation of the business of BUBBLE GUM X-THETIC or any other circumstance as a result of which the operation of its business is prevented under the relevant laws; or any other event that is beyond its reasonable control of BUBBLE GUM X-THETIC seeking to rely on the Force Majeure.

5. MODIFICATION / VARIATION / REVISION

We reserve the right to modify, vary and/or revise these Terms and Conditions without prior notice to you at any time from time to time and any such modification / variation / revision shall be effective on the following day of our business from the date of our notice to you on our official website. It is your responsibility to read and understand the Terms and Conditions and any revisions thereof, prior to and during the use of our official website or our Treatments. Your continued use of our official website and/or the Treatments and/or purchase of our Products will be deemed as your acceptance to the revisions made to these Terms and Conditions.

6. DISPUTE RESOLUTION

Parties shall endeavour to discuss and settle any controversy, dispute or claim arising out of or in connection with these Terms and Conditions. Where the Parties are unable or unwilling to settle any dispute amicably, the Parties shall resort to the tribunal for consumer claims relating to the dispute in question.

7. SEVERABILITY

If any provisions in these Terms and Conditions are deemed invalid, void or cannot be enforced under any law, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Terms and Conditions, all of which shall remain in full force and effect. Parties shall use reasonable efforts to replace such provisions with a valid provision the effect of which is closest to the intended effect of the invalid or unenforceable provision.

8. WAIVER OF RIGHTS

No failure or delay by any Party in exercising any right, power or remedy under these Terms and Conditions shall operate as a waiver, nor shall any single or partial exercise of the same preclude any further exercise or the exercise of any other right, power or remedy unless such a waiver is made in writing.

9. NO ASSIGNMENT

You must not assign or otherwise transfer any of your rights or obligations under and pursuant to these Terms and Conditions to any third party.

10. COMMUNICATION

If you have any enquiries or comments with respect to our official website, Treatments and/or Products, you may contact our BUBBLE GUM X-THETIC outlet at:

Address : 67G, Jalan SS 21/60, Damansara Utama, 47400 Petaling Jaya, Selangor.
Attention to : Ms. Shannon Woon
Contact No. : 017-5989351
Email address : shannon@bubblegumx.com

11. SALES AND SERVICES TAX

BUBBLE GUM X-THETIC™

In Malaysia, sales and services tax ("**SST**") is levied and charged on the consumption of goods and services with such tax amount to be borne by the end consumer. As BUBBLE GUM X-THETIC is a SST registered company, the price of Products and Treatments provided by BUBBLE GUM X-THETIC will include the relevant SST amount, where applicable.

12. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Malaysia.

***Last updated on: 4 October 2022
(Version:1.0)***