

BUBBLE GUM X™

TERMS AND CONDITIONS

Welcome to BUBBLE GUM X!

Prior to and during your enjoyment of our Services (as defined below), we wish to bring to your attention the terms and conditions set forth herein regarding the Services to be provided to you by our team at BUBBLE GUM X. By assessing or using the Services or registering through the Sites (as defined below), 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 Services provided by as well as all registrations and related transactions carried out on or through the Sites and all other webpages and social media platforms operated by, Bubble Gum X 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 Bubble Gum X 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 the Sites and/or any communication / enquiries with our team for the use of the Services provided by BUBBLE GUM X. 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 Bubble Gum X Sdn Bhd, its affiliates, subsidiaries, associate and related companies, as it may be applicable and involved in the provision of the Services and/or sale of Products to you (as the case may be).

Any reference to **"BUBBLE GUM X"**, **"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 and any of its group companies. If you are an entity, references to **"you"** and **"your"** shall also include your shareholders, directors, employees, managers, officers, representatives, agents and partners, respectively.

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 the Sites. 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 the Sites.

The Sites 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 in respect of each customer who signed up for the Services;
"Personal Data"	:	any information collected by BUBBLE GUM X 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 Services;
"Party" or "Parties"	:	means BUBBLE GUM X and you (as the customer to the Services and/or Products);
"Products"	:	means products made available by BUBBLE GUM X for sale to customers or for use during the carrying out of the Services including: <ul style="list-style-type: none">• Day & Night Soothing Lotion• Bright Whitening Lotion• Bright Whitening Mask• Bright Skin Exfoliator• Love Cave Feminine Wash• Day & Night Soothing Balm• Lash Serum• Lash Vitamin• Lash Gel• SEA-V Moisturising & Firming Mask• Pocket Mirror• Wipe It – Feminine Towel 10's• Hand Sanitiser

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

“Sites” : means BUBBLE GUM X's official website at www.bubblegumx.com and other platforms including without limitation to the following:

- (a) mobile application operated and maintained by BUBBLE GUM X;
- (b) social media messaging platform where you interact with our team;
- (c) our online store at shop.bubblegumx.com;
- (d) other applications developed and made available on other devices at any time; and/or
- (e) any e-commerce platforms operated by third party and in collaboration with BUBBLE GUM X;

“Services” : means the provision of beauty waxing treatments, Laser X hair removal treatment, V-Juvenate X treatment, eyelash extensions treatment, lash lift & tint treatment, lash regrowth X treatment, eyebrow lamination treatment, eyebrow waxing treatment and nail services and nail care treatment and such other related beauty services at respective BUBBLE GUM X's outlets under the trade name of “BUBBLE GUM WAX”, “BUBBLE GUM X”, “BUBBLE GUM LASH” and “BUBBLE GUM NAILS” or such other trade name as may be determined by BUBBLE GUM X 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 the Sites, facsimile transmission or comparable means of communication.

- 1.2. BUBBLE GUM X reserves the rights to determine on the provisions, variations, modifications and/or upgrades of the Sites. Unless otherwise stated, these Terms and Conditions shall be applicable to all such varied, modified, upgraded Sites. The Sites may at any time be modified or suspended due to scheduled or non-scheduled maintenance, at the sole discretion of BUBBLE GUM X and you will be notified accordingly.
- 1.3. You hereby acknowledge and agree that BUBBLE GUM X 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 the Sites.

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 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 in connection with the provisions of these Terms and Conditions shall be conclusive and binding on you.

PART II – PROVISION OF SERVICES

1. APPOINTMENT FOR SERVICES

- 1.1. You may schedule an appointment with us by way of online engagement (including appointments enquired and made through various 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 privacy policy](#)) and all such necessary particulars as may be required by BUBBLE GUM X for the purposes of securing a treatment slot for you. The slot reserved (at the preferred date and time) for your treatment with BUBBLE GUM X 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's outlet (where your appointment is scheduled) at least 15 minutes earlier for / to complete the registration process. Thereafter, the BUBBLE GUM X team will also have a short briefing session with you on your chosen 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 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 shall be notified at least 24 hours for any rescheduling or cancellation of the appointment prior to the scheduled appointment date.

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- 1.4. Notwithstanding the above, BUBBLE GUM X 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 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 does not guarantee the punctuality of such time for commencement of the Services. 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 will request from you your identification documents and extract, where relevant, your Personal Data (subject always to [our BUBBLE GUM X privacy policy](#)) for the purposes of your Account registration. Such process includes requesting from you through the Sites or by way of physical interactions at the outlet(s) or such other communication mediums between you and representative(s) of BUBBLE GUM X.
- 2.2. To ensure a successful registration with BUBBLE GUM X, you hereby agree and undertake to complete and sign off the prescribed registration form and 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 reserves the right to take all necessary legal action (including terminating you as a BUBBLE GUM X 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 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 has relied solely on the accuracy and completeness of the information provided by you at the point of registration.

3. CONSULTANCY SERVICES

- 3.1. Prior to the treatment of any of the Services, 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 BUBBLE GUM X Services and/or Products;
 - (b) brief explanation on our Terms and Conditions, 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 treatment plan and its associated costs.
- 3.2. BUBBLE GUM X reserves the right and absolute discretion to determine the suitable treatment and BUBBLE GUM X may refuse to carry out the desired treatment if in our view, your conditions are deemed to be not appropriate or suitable.

4. TYPES OF SERVICES

- 4.1. Prior to the treatment for any type of Services, you will be required to signify your consent by completing a consent form together with the declaration of medical history for BUBBLE GUM X to perform a treatment on the targeted area and you acknowledge and understand that such treatment may not be entirely risk free. You should immediately seek professional medical advice for diagnosis and treatment upon the occurrence of any severe skin irritation, allergy, uncommon skin reaction or tenderness. This clause shall be applicable for all Services provided by BUBBLE GUM X including without limitation to waxing treatment, Laser X hair removal treatment, V-Juvenate X treatment, eyelash extensions treatment, lash lift & tint treatment, lash regrowth X treatment, eyebrow lamination treatment, eyebrow waxing treatment and nail services and nail care treatment. We set out below in the ensuing paragraphs, the specific terms applicable to the type of treatments offered as part of our Services.
- 4.2. You shall at all times, treat our consultant, therapist and doctor with due respect and courtesy; otherwise, BUBBLE GUM X may consider blacklisting any of its customers if BUBBLE GUM X 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 treatment).
- 4.3. Any form of photography, recording or filming prior to or during or after the carrying out of the Services at any of the BUBBLE GUM X's outlet is strictly prohibited unless otherwise permitted by BUBBLE GUM X with prior notice to our management.
- 4.4. All tools, equipment, machines and materials within the vicinity of BUBBLE GUM X's treatment room shall be property of BUBBLE GUM X 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. 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.
- 4.5. Other than the therapist and doctor designated for your treatment, no third party will be allowed in the treatment room during the carrying out of your treatment with us.

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- 4.6. You further agree and permit BUBBLE GUM X to take photograph(s) of the all the treatments (save for waxing treatment, Laser X hair removal treatment and V-Juvenate X treatment) and BUBBLE GUM X 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 deems fit and necessary. Unless otherwise permitted, BUBBLE GUM X 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 of your intention.

BUBBLE GUM WAX

WAXING TREATMENT

- 4.7. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to perform the waxing treatment on the targeted area.
- 4.8. Waxing Treatment are not recommended or suitable for the following individuals who are:
- under the age of 18 years old unless otherwise with consent from his/her parent(s) or guardian(s);
 - Brazilian waxing is not suitable for individual who is currently in the first trimester of pregnancy or currently having menstruation; and/or
 - for the past 6 months from the date of treatment, using or consuming Accutane, Roaccutane, Retin-A, AHA or any other medication used to treat your skin.
- 4.9. Waxing Treatment may not be entirely pain free as you may experience slight discomfort during the treatment and you understand that BUBBLE GUM X will at its own discretion, determine the type of wax (ie. hard or soft wax) by assessing the hair quality and hair volume during the course of the treatment which may lead to the price adjustment.
- 4.10. Please note that some of the most common side effects post-treatment include:
- Erythema (redness), edema (swelling) and mild burning sensation akin to sunburn;
 - Hyper pigmentation (darkening) and hypo pigmentation (lightening); and/or
 - other known but rare complications such as scarring, keloids, blisters, reddening, bruising, superficial crusting, burns, pains, dryness and infections.

On normal occasions, the side effects will usually subside after a few hours (or in rare circumstances, may be permanent) and we recommend the following after care instructions:

- apply Soothing Lotion (B1) or/ and Soothing Balm (B9) on the area once or twice daily for at least a week;
- avoid sun exposure and use sunscreen on a daily basis, especially on body parts that are exposed to ultraviolet radiation;
- avoid swimming in strong chlorinated water within 24 hours after the treatment;
- avoid taking any hot showers, use sauna, hot tub or expose the treated area to hot water within 24 hours after the treatment;
- prevent from scratching, scrubbing or coming in contact with any act that could irritate, hurt or aggravate the treated area for the duration of 1 to 3 days depending on the degree of treatment;
- any other post treatment care instructions as may be advised by the therapist.

- 4.11. In any event if you are pregnant, you may request from BUBBLE GUM X to freeze the Brazilian waxing Treatment package(s) provided always that such request must be substantiated with antenatal card or book endorsed by a medical doctor.

The freezing period for Brazilian waxing will remain throughout pregnancy. In the event of natural birth delivery, the freezing period will be extended for a maximum of 3 months (from the delivery date) whereas for caesarean delivery, the freezing period will be extended for a maximum of 6 months (from the delivery date). In all cases, proof of delivery must be provided by the customer.

LASER X HAIR REMOVAL TREATMENT

- 4.12. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to perform the Laser X treatment on the targeted area.
- 4.13. Laser X treatment are not recommended or suitable for the following individuals who are:
- under the age of 18 years old unless otherwise with consent from his/her parent(s) or guardian(s);
 - currently pregnant, nursing or planning to become pregnant;
 - currently having menstruation (not suitable for Brazilian only);
 - for the past 1 month from the date of treatment, undergone waxing or any other similar hair removal treatment on the targeted area;
 - for the past 6 months from the date of treatment, using or consuming Accutane, Roaccutane, Retin-A, AHA or any other medication used to treat your skin;
 - with darker skin tone/ grey hair/ white hair; and/or
 - with tattoo, mole, scar or birth mark (if it's dark colour) suffering from eczema or any kind of skin diseases, irritation or allergy.
- 4.14. Laser X treatment may not be entirely pain free as you may experience slight discomfort during the treatment and you understand that BUBBLE GUM X will at its own discretion, apply the appropriate wavelength and frequency of the Laser X treatment in accordance to your skin condition, hair quality and hair volume during the course of the treatment.

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- 4.15. Please note that some of the most common side effects post-treatment include:
- Erythema (redness), edema (swelling) and mild burning sensation akin to sunburn;
 - Hyper pigmentation (darkening) and hypo pigmentation (lightening); and/or
 - other known but rare complications such as scarring, keloids, blisters, reddening, bruising, superficial crusting, burns, pains, dryness and infections.

On normal occasions, the side effects will usually subside after a few hours and we recommend the following after care instructions:

- apply Soothing Lotion (B1) or/and Soothing Balm (B9) on the area once or twice daily for at least a week;
 - avoid sun exposure and use sunscreen on a daily basis, especially on body parts that are exposed to ultraviolet radiation;
 - avoid swimming in strong chlorinated water within 24 hours after the treatment;
 - avoid taking any hot showers, use sauna, hot tub or expose the treated area to hot water within 24 hours after the treatment;
 - prevent from scratching, scrubbing or coming in contact with any act that could irritate, hurt or aggravate the treated area for the duration of 1 to 3 days depending on the degree of treatment; and
 - any other post treatment care instructions as may be advised by the therapist.
- 4.16. Subject to the assessment of BUBBLE GUM X's consultant or therapist, you shall allow for at least 4 to 8 weeks' interval between the last session of the Laser X treatment and the next Laser X treatment sessions. BUBBLE GUM X might not accede to any request for appointment to be made within 4 weeks from the date of the last Laser X treatment or in BUBBLE GUM X's opinion, you are deemed not fit for the Laser X treatment.
- 4.17. All Laser X Unlimited Packages shall be valid for a period of **2 years** from the date of first treatment or the first email reminder (whichever earlier) and throughout this period, you are entitled to unlimited numbers of treatments.
- 4.18. All Laser X 10 Sessions Packages shall be valid for **1 year** from the date of the first treatment or the first email reminder (whichever earlier) and throughout this period, you are entitled to 10 Laser X treatments only.
- 4.19. All Laser X 10+10 Sessions Anniversary Packages shall remain valid for **2 years** from the date of the first treatment or the first email reminder (whichever earlier) and throughout this period, you are entitled to 20 Laser X treatments only.
- 4.20. All Laser X 10+1 Sessions Packages shall be valid for **1 year** from the date of the first treatment or the first email reminder (whichever earlier) and throughout this period, you are entitled to 11 Laser X treatments only.
- 4.21. All Laser X 10+2 Sessions Packages shall be valid for **1 year** from the date of the first treatment or the first email reminder (whichever earlier) and throughout this period, you are entitled to 12 Laser X treatments only.
- 4.22. All Laser X 12 Sessions Packages shall be valid for **18 months** from the date of purchase and throughout this period, you are entitled to 12 Laser X treatments only.
- 4.23. All Laser X 18 Sessions Packages shall be valid for **2 years** from the date of purchase and throughout this period, you are entitled to 18 Laser X treatments only.
- 4.24. All Laser X Top-to-Toe Packages shall be valid for **18 months** from the date of purchase and throughout this period, you are entitled to 12 Laser X treatments only for the 12 body parts selected at the time of the purchase.
- 4.25. All Laser X QUADzilla (4-in-1) Packages shall be valid for **24 months** from the date of purchase and throughout this period, you are entitled to 18 Laser X treatments only for the specific body parts.
- 4.26. All Laser X Touch Up Packages (defined below) are only available to the customers who have previously purchased either the Laser X Unlimited Packages or the Laser X 10 Sessions Packages. The Laser X Touch Up 3 Sessions Packages and the Laser X Touch Up 6 Sessions Packages shall be collectively known as "**Laser X Touch Up Package(s)**" and shall be valid for a period of **3 years** from the date of purchase and throughout this period, you are entitled to either 3 or 6 Laser X treatments depending on the package you have purchased.
- 4.27. The Laser X Unlimited Packages, Laser X 10 Sessions Packages, Laser X 10+10 Sessions Anniversary Packages and the Laser X Touch Up Packages shall be collectively referred to as "**Laser X Package(s)**".
- 4.28. In any event if you are pregnant, you may request from BUBBLE GUM X to freeze your Laser X Package provided always that such request must be substantiated with antenatal card or book endorsed by a medical doctor.
- The freezing period will remain valid during your pregnancy and continue to remain valid for 3 months from the expected delivery date for natural birth and 6 months from the expected delivery date for caesarean. Your Laser X Package shall automatically be activated at the expiry of 3 months from the expected delivery date for natural birth and 6 months from the expected delivery date for caesarean.
- 4.29. All Laser X treatment performed shall only be in accordance to the exact body part which was purchased by you. Any Laser X Treatments/Laser X remaining packages are NOT allowed to upgrade to Laser X Unlimited Package.

V-JUVENATE X TREATMENT

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- 4.30. V-Juvenate X is a non-surgical and non-invasive beauty treatment performed by way of radio frequency devices to rejuvenate vagina, labia and the surrounding tissues to promote collagen regeneration, strengthen and tighten muscle contraction.
- 4.31. Prior to the treatment, you will be required to:
- remove all accessories from your body and turn off any of your electronic devices to prevent interference during the course of V-Juvenate X Treatment which involves radio-frequencies technology and application; and
 - signify your consent by completing a consent form for BUBBLE GUM X to carry out the V-Juvenate X Treatment.
- 4.32. V-Juvenate X Treatment are not recommended or suitable for the following individuals who are:
- under the age of 18 years old;
 - a virgin or currently pregnant;
 - from the past 6 months from the date of treatment, suffers miscarriage or abortion;
 - currently having menstruation;
 - currently using or consuming medicine (including aspirin) or any other medication;
 - currently contracted or has been contracted (for the past 6 months) with women's diseases or illnesses including without limitation to vaginal tumour, skin infections, malignancies, vaginal wound infections, vaginitis, colpitis or cervical erosions (cervical ectropion) or any other kind of reproductive health concerns;
 - currently contracted with sexually transmitted diseases including without limitation to HIV, herpes, gonorrhoea and other contagious diseases;
 - currently contracted with diabetes, bleeding disorders, blood-clotting diseases, epilepsy or autoimmune diseases; and
 - currently on medication for photosensitivity or has a history of the same.
- 4.33. V-Juvenate X Treatment may not be entirely pain free as you may experience slight discomfort during the treatment and you understand that BUBBLE GUM X will at its own discretion to determine on the treatment procedure, intensity of the heat by assessing your skin condition during the course of treatment.
- 4.34. Please note that some of the most common side effects post-treatment include:
- injury or overactive bladder;
 - urinary tract infection
 - edema; or
 - mild vaginal swelling, burning sensation, redness, pigmentation or petechiae;
 - scabbing, blistering, scarring, or infections; and
 - discomfort or pain during sexual intercourse.
- 4.35. On normal occasions, the side effects are usually mild and temporary and we recommend the following after care instructions:
- maintain the hygiene and cleanliness of the vaginal area;
 - avoid other beauty treatments to the vaginal area for at least 1-month post treatment ie. brazilian waxing, laser and such other similar beauty treatments;
 - avoid exercise or engaging in strenuous activity for at least 24 hours after the treatment;
 - avoid cycling, use hot tub or expose the treated area to hot water for at least 1 week after the treatment;
 - avoid engaging in sexual intercourse for at least 1 week after the treatment;
 - avoid consuming any anticoagulant drugs or other similar medications for 3 months after the treatment;
 - avoid consuming cold, spicy and alcohol food or drinks for the first 3 days after the treatment;
 - increase the amount of water intake and consumption of fibre to avoid constipation.
- 4.36. V-Juvenate X Treatment package consists of 5 sessions (Package A), 10 sessions (Package B) and 3 sessions (Package C). Package A shall be valid for **1 year** from the date of purchase while Package B shall be valid for **2 years** from the date of purchase) and Package C shall be valid for **6 months** from the date of purchase.
- 4.37. In any event if you are pregnant, you may request from BUBBLE GUM X to freeze your V-Juvenate X Treatment package provided always that such request must be substantiated with antenatal card or book endorsed by a medical doctor.

The freezing period will remain valid during your pregnancy and continue to remain valid for 3 months from the expected delivery date for natural birth and 6 months from the expected delivery date for caesarean. Your V-Juvenate X Treatment package shall automatically be activated at the expiry of 3 months from the expected delivery date for natural birth and 6 months from the expected delivery date for caesarean.

BUBBLE GUM LASH

EYELASH EXTENSION TREATMENT

- 4.38. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to have the eyelash extensions applied to your natural eyelashes including removal or retouching thereafter and you shall notify BUBBLE GUM X the following (if any) prior to the treatment:
- use of prescriptive eye drops;
 - eye sensitivity or allergies;

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- recurrent eye or tear duct infections;
 - dry eyes or Sjogren's syndrome;
 - recent history of any surgery around or on the eyes including vision eye surgery, eye correction surgery or any other eye incision or non-surgical procedures; and/or
 - other form of medical conditions which would prohibit or compromise placement and retention of eyelashes extensions.
- 4.39. You shall attend the treatment sessions with clean and bare eyes without any eye make-up and ensure the removal of any contact lenses and shall refrain from using any oil-based products around the eyes.
- 4.40. During the treatment, you understand and consent to have your eyes closed and covered and the duration of the whole process may last between 2 to 3 hours depending on the shape, design and volume of the eyelashes. You may experience slight discomfort during the treatment and should you decide not to continue with the procedure, BUBBLE GUM X may upon your instructions, remove the eyelashes and that particular session for the treatment will be deemed utilised.
- Nevertheless, should there be any discomfort continuing within 2 days from the date of treatment, you are strongly advised to return to the relevant outlet for a removal provided that following our team's assessment, we are of the view that a removal of eyelashes is necessary and appropriate.
- 4.41. The after-care maintenance is pertinent to ensure the longevity of the eyelash extensions and you understand that failing to adhere to the following may result in the falling of eyelashes:
- Avoid getting eyelashes wet or exposed to steam, showers or facial treatment for at least 48 hours after the treatment;
 - After 24 hours from the date of the treatment, to clean and maintain basic hygiene habits of the eyelashes to prevent any risk of infections;
 - Shall not apply any mascara or eyeliner on the eyelashes;
 - Avoid or limit the usage of oil based products;
 - Avoid from tinting, perming or curling the eyelashes;
 - Avoid from pulling, picking or vigorous rubbing of your eyes;
 - Should any kind of eye drops are required, kindly take extra precautions to prevent eyelashes from getting in contact with the droplets;
 - Prevent excessive sweating; and
 - No such act that will cause direct contact with your eyelashes.
- 4.42. Under normal circumstances, it is common for the eyelash extensions to fall between 2 to 5 lashes per eye on a daily basis along with your natural lashes. The permanency of your eyelash extensions varies according to each individual and their durability depends on the level of care applied onto the eyelash extensions, thus BUBBLE GUM X is unable to and does not warrant or guarantee the durability and permanency of your eyelash extensions. Free eyelash extension touch ups within 7 days are only applicable to Bubble Gum X's package holders.

LASH LIFT & TINT TREATMENT

- 4.43. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to have your natural eyelashes lift and tint and shall notify BUBBLE GUM X the following prior to the treatment:
- use of prescriptive eye drops;
 - eye sensitivity or allergies;
 - recurrent eye or tear duct infections;
 - dry eyes or Sjogren's syndrome;
 - recent history of any surgery around or on the eyes including vision eye surgery, eye correction surgery or any other eye incision or non-surgical procedures; and
 - other form of medical conditions which would prohibit or compromise placement and retention of eyelashes lift and tint.
- 4.44. You shall attend the treatment sessions with clean and bare eyes without any eye make-up and ensure the removal of any contact lenses and shall refrain from using any oil-based products around the eyes.
- 4.45. During the treatment, you understand and consent to have your eyes closed and covered and the duration for the whole process may last between 30 minutes to 1 hour depending on the condition of the natural eyelashes.
- 4.46. The after-care maintenance is pertinent to ensure the longevity of the eyelashes lift and tint and you understand that failing to adhere to the following may result in the out shape of eyelashes lift and tint:
- Avoid getting eyelashes wet or expose to steam, showers or facial treatment for at least 24 hours after the treatment;
 - After 24 hours from the date of the treatment, to rinse, clean and maintain basic hygiene habits of the eyelashes to prevent any risk of infections;
 - Limit the usage of oil based products;
 - Avoid from pulling, picking or vigorous rubbing of your eyes;
 - Should any kind of eye drops are required, kindly take extra precautions to prevent eyelashes from getting in contact with the droplets; and
 - No such act that will cause direct contact with your eyelashes.

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4.47. Under normal circumstances, it is common for the eyelashes lift to last up to 2 months. The permanency of your eyelashes lift varies according to each individual and their durability depends on the level of care applied and hair growth cycle, thus BUBBLE GUM X is unable to and does not warrant or guarantee the durability and permanency of your eyelashes lift and tint.

LASH REGROWTH X TREATMENT

4.48. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to receive Lash Regrowth X treatment for your natural eyelashes and shall notify BUBBLE GUM X the following (if any) prior to the treatment:

- any wound/ eczema around eye areas;
- any allergies/ eye infections/ eye diseases;
- eyeliner embroidery within 2 weeks;
- lasik surgery/ eyeball operation within 3 months;
- cosmetic surgery (e.g. double eyelid surgery) within 1 month; and
- lash lifting and tinting within 2 weeks.

4.49. With every purchase of Lash Regrowth X treatment package, you will be entitled to 50% off for the purchase of lash serum (limited to only 2 bottles of lash serum). Lash Regrowth X treatment package shall remain valid for 1 year from the date of treatment. You are advised to utilise the Lash Regrowth X treatment package within 6 months for optimal results.

4.50. You shall attend the treatment sessions with clean and bare eyes without any eye make-up and ensure the removal of any existing eyelash extensions and also contact lenses.

4.51. During the treatment, you understand and consent to have your eyes closed and covered and the duration of the whole process may last between 30 minutes to 1 hour. You may experience slight discomfort during the treatment and should you decide not to continue with the procedure, BUBBLE GUM X may upon your instructions, stop the treatment immediately and that particular session for the treatment will be deemed utilised.

4.52. The after-care maintenance is pertinent to ensure growth of your natural eyelashes and you understand that failing to adhere to the following may result in slower or zero outcome of the Lash Regrowth X treatment:

- avoid any other treatments on eyelashes at least 2 weeks after the treatment (eyelash extensions, lash lift and tint, eyeliner embroidery, etc);
- avoid using any heat curler or mascara;
- avoid from pulling, picking or vigorous rubbing of your eyes (especially within the first hour after treatment); and
- no such act that will cause direct contact with your eyelashes.

4.53. Under normal circumstances, it is common for your natural eyelashes to fall between 2-5 lashes per eye. The permanency of the result varies according to each individual depending on the level of care applied, consistency in getting the treatment done and hair growth cycle, thus BUBBLE GUM X is unable to and does not warrant or guarantee the permanency of your lash regrowth result.

4.54. Subject to the assessment of BUBBLE GUM X's consultant or therapist, you shall allow for at least 4 weeks' interval between the last session of the Lash Regrowth X treatment and the next Lash Regrowth X treatment sessions. BUBBLE GUM X might not accede to any request for appointment to be made within 4 weeks from the date of the last Lash Regrowth X treatment or in BUBBLE GUM X's opinion, you are deemed not fit for the Lash Regrowth X treatment.

EYEBROW LAMINATION TREATMENT

4.55. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to have your natural eyebrow lift and tint (lamination) and shall notify BUBBLE GUM X the following prior to the treatment:

- Psoriasis/Eczema (directly in/ around the eyebrow area);
- Sunburn;
- Curly brows;
- Pink Eyes;
- Blood thinners; and
- Ultra-sensitive skin.

4.56. Eyebrow lamination treatment are not recommended or suitable for the following individuals who:

- are under the age of 18 years old unless otherwise with consent from his/her parent(s) or guardian(s);
- have used or consumed Accutane, Roaccutane, Retin-A, AHA or any other skin treatment medications used to treat your skin in the last 6 months;
- are currently pregnant in any state;
- have scratches, burns or scars near the eyes, have eye contamination, skin conditions, or inflammation in the eyebrow area;
- have or might have allergies or past reactions to cosmetics and/or dyes;
- have recent cosmetic surgery/ operation around the eye;
- have sparse, thin and short eyebrow (with or without embroidery); and
- have just done eyebrow embroidery in the past 3 months.

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- 4.57. You shall attend the treatment sessions with clean and bare eyebrows without any eyebrow make-up and shall refrain from using any oil-based products around the eyebrow hairs.
- 4.58. During the treatment, you understand and consent to have your eyes closed and covered when needed and the duration for the whole process may last between 45 minutes to 1 hour depending on the condition of the eyebrow hairs.
- 4.59. The after-care maintenance is pertinent to ensure the longevity of the eyebrow lamination and you understand that failing to adhere to the following may result in flawed eyebrow lamination:
- Avoid getting eyebrows wet or expose to steam, showers or facial treatment for at least 24 hours after the treatment;
 - After 24 hours from the date of the treatment, to rinse, clean and maintain basic hygiene habits of the eyebrows to prevent any risk of infections;
 - Avoid the temptation to over touch the eyebrows;
 - Do not apply self-tanning products onto the face; and
 - No such act that will cause direct contact with your eyebrows.
- 4.60. Under normal circumstances, it is common for the eyebrow lamination to last up to 2 or 4 weeks. The permanency of your eyebrow lamination effect varies according to each individual and their durability depends on the level of care applied and hair growth cycle, thus BUBBLE GUM X is unable to and does not warrant or guarantee the durability and permanency of your eyebrow lamination.
- 4.61. Note that some of the most common side effects post-treatment may occur, while the chemicals used are more gentle than an actual perm. Given that the eyelid is the thinnest, most delicate skin of the body, it is especially prone to irritation. The chemicals from the eyebrow lamination could cause eczema if skin is exposed, making the skin red, dry, itchy and inflamed. Some conditions might lead to slight hair fall or slightly frizzy compared to the original hair condition previously.

EYEBROW WAXING TREATMENT

- 4.62. Prior to the treatment, you will be required to signify your consent by completing a consent form for BUBBLE GUM X to have your natural eyebrow waxing and shall notify BUBBLE GUM X the following prior to the treatment:
- Psoriasis/Eczema (directly in/ around the eyebrow area);
 - Sunburn;
 - Curly brows;
 - Pink Eyes;
 - Blood thinners; and
 - Ultra-sensitive skin.
- 4.63. Waxing treatment are not recommended or suitable for the following individuals who are:
- under the age of 18 years old unless otherwise with consent from his/her parent(s) or guardian(s); and
 - have used or consumed Accutane, Roaccutane, Retin-A, AHA or any other skin treatment medications used to treat your skin in the last 6 months.
- 4.64. You shall attend the treatment sessions with clean and bare eyebrows without any eyebrow make-up and shall refrain from using any oil-based products around the eyebrow hairs.
- 4.65. During the treatment, you understand and consent to have your eyes closed and covered when needed and the duration for the whole process may last between 30 minutes depending on the condition of the eyebrow hairs.
- 4.66. Please note that some of the most common side effects post-treatment include:
- Erythema (redness), edema (swelling) and mild burning sensation skin to sunburn;
 - Hyper pigmentation (darkening) and hyper pigmentation (lightening); and/or
 - other known but rare complications such as scarring, keloids, blisters, reddening, bruising, superficial crusting, burns, pains, dryness and infections.
- 4.67. On normal occasions, the side effects will usually subside after few hours and we recommend the following after care instructions:
- apply Soothing Lotion or Soothing Balm or aloe vera gel on the area once or twice a day for at least a week;
 - avoid sun exposure and use sunscreen on a daily basis especially when exposed to ultraviolet radiation;
 - avoid swimming in strong chlorinated water within 24 hours after the treatment;
 - avoid taking any hot showers, use sauna, hot tub or expose to hot water within 24 hours after the treatment;
 - prevent from scratching, scrubbing or in contact with any act that could irritate, hurt or aggravate the treated area for the duration of 1 to 3 days;
 - prevent from exposing the treated area to hot water for the duration of 1 to 3 days depending on the degree of treatment; and
 - or any other post treatment care instructions as may be advised by the therapist.

ADVANCE DEPOSIT BOOKING POLICY

- 4.68. This advance deposit will be charged to customers for all services except for package holders and free touch up services.
- 4.69. By paying the deposit, you hereby agreed to the Booking Policy.

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- 4.70. Booking Policy:
- Deposit of RM49 per person.
 - Deposit will be forfeited for any cancellation.
 - Deposits are NON refundable.
 - Arrive 15 minutes earlier or on time for the appointment to avoid cancellations.
 - Late arrivals will not be entertained and rescheduling fee of RM29 will be imposed.

BUBBLE GUM NAILS

NAIL SERVICES AND NAIL CARE TREATMENT

- 4.71. BUBBLE GUM X shall have the sole and absolute discretion to determine on the type and brands of nail lacquers, nail polishes, nail polish finishes, nails polish remover and such other similar products or equipment or tools necessary for the provision of nail services and nail care treatment.
- 4.72. You shall at all times practice a proper care and maintenance after the treatment provided by BUBBLE GUM X which includes without limitation to the following:
- avoid contact with excessive heat and water immediately after the nail services and nail care treatment;
 - allow ample time for nails to dry completely;
 - apply moisturising cream or hydrating lotion to hands and/or feet regularly; and
 - apply cuticle cream or oil to keep your nail folds healthy and nourished.

5. PRICING AND AVAILABILITY

- 5.1. All payment for Services including the trial price for first time sessions at each BUBBLE GUM X outlet, original price per session or package prices shall be paid in full prior to the commencement of the treatment course using any payment method as may be prescribed or offered by BUBBLE GUM X from time to time.
- 5.2. You may inform BUBBLE GUM X should you wish to opt for instalment plan for the Services and agree to abide to the instalment payment plan as may be offered by BUBBLE GUM X from time to time. For avoidance of doubt, all instalment payment shall be paid in full to BUBBLE GUM X at the second treatment sessions, failing which BUBBLE GUM X reserves the right to terminate the provision of Services to you and the remaining unutilised treatment shall be deemed forfeited.
- 5.3. The treatment of Services purchased shall be utilised for 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.
- 5.4. BUBBLE GUM X reserves the absolute rights to adjust, amend, vary and change the prices for all types of treatment under the Services advertised, displayed or presented at its physical outlets or its Sites. 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 Services of your choice.

6. REFUND POLICY

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

7. NO GUARANTEE FOR TREATMENT OUTCOME

- 7.1. Nothing in these Terms and Conditions shall be construed as an assurance, guarantee or warranty to our customers that the outcome of our treatment for any of the Services will meet the outcome desired, intended or expected by you nor will the outcome of the treatment be identical to that as advertised by BUBBLE GUM X on any of our Sites.
- 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 in respect of the suitability, adequacy and effectiveness of the treatment or its outcome for any of our Services 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 treatment with us.
- 7.3. Notwithstanding the generality of the foregoing, if any of your treatment sessions with us causes after-treatment discomfort or irritation, you may revisit the relevant outlet for a removal and/or replacement (in the case of any eyelash extension treatments) or consult our therapist or doctor and we will recommend a solution which we in our opinion deem appropriate to ease your discomfort (in the case of any waxing, Laser X treatments or V-Juvenate X treatments).

However, if our team deem inappropriate and further advise that you seek medical treatment immediately but you insist on a removal and replacement (in the case of any eyelash extension treatment) or refuse (in the case of any waxing or Laser X treatments or V-Juvenate X treatments) 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.

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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 outlets and any purchases of our Products through our BUBBLE GUM X online store at shop.bubblegumx.com.
- 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 from time to time. BUBBLE GUM X reserves the absolute rights to adjust, amend, vary and change the prices for the Products advertised, displayed or presented at its physical outlets or its Sites. 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 any of BUBBLE GUM X's outlet and BUBBLE GUM X in its sole discretion decides that the Product(s) sold are defective, BUBBLE GUM X 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 your nearest BUBBLE GUM X outlet.
- 1.6. Subject to the provisions under the law, BUBBLE GUM X 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 be liable for indirect, incidental or consequential damages whether in contract, tort, negligence or otherwise.
- 1.7. BUBBLE GUM X 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 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 shall in any event not exceed the amount which you have paid to us for the sale of Products.
- 1.9. BUBBLE GUM X 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 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 ONLINE STORE

- 2.1. By you browsing, using and purchasing our Products from our online store at shop.bubblegumx.com, 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.

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- 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 Services (if applicable) purchased from our online store is processed by third party payment system providers and BUBBLE GUM X does not retain or process any such payment information. BUBBLE GUM X 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 may in our sole discretion to take any such action against you as we deem 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 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 February 2023 with BUBBLE GUM X for the Services shall be valid for a period of **4 years only** from the date of purchase save as otherwise provided hereunder.

2. BUBBLE GUM X CREDITS

- 2.1. The BUBBLE GUM X credit system set out in this **Clause 2 , Part IV** is applicable to all Services.
- 2.2. Each customer who has signed up with us for our Services will maintain an account with BUBBLE GUM X. As a matter of convenience for our customers, we have made available a credit system for future redemption of Services at each issuing BUBBLE GUM X outlet. Unless otherwise announced by BUBBLE GUM X, the credit system allows you to purchase BUBBLE GUM X credits that carry the monetary value of:

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

- 2.3. Such BUBBLE GUM X credits can be used to make purchases for any waxing, Laser X treatment, eyelash extension treatments or V-Juvenate X treatment at the issuing BUBBLE GUM X outlet. You may purchase the BUBBLE GUM X credits at any of our BUBBLE GUM X outlets for use at any of our BUBBLE GUM X outlet (as applicable) by way of such payment method as may be prescribed by BUBBLE GUM X at any time from time to time.
- 2.4. All BUBBLE GUM X credits purchased is a form of pre-payment only for the Services. 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 credits will accrue or be paid or credited to you by BUBBLE GUM X. The value associated with the BUBBLE GUM X credits is not insured or guaranteed by any person or entity.
- 2.5. All BUBBLE GUM X credits purchased on or after 1 February 2023 with BUBBLE GUM X shall be valid for a period of **4 years only** from the date purchase save as otherwise provided hereunder.
- 2.6. As a token of appreciation to its customers, BUBBLE GUM X may from time to time issue as reward to its customers complimentary BUBBLE GUM X credits at a rate and on occasions or for purposes to be determined by the BUBBLE GUM X's management at its sole discretion. All such complimentary BUBBLE GUM X credits will be added onto the existing BUBBLE GUM X credits already recorded in the Account of a customer.
- 2.7. Please take note that BUBBLE GUM X credits purchased from a waxing outlet can only be redeemed and used at any BUBBLE GUM X waxing outlet and cannot be used at any BUBBLE GUM X eyelash extension outlet and vice versa.
- 2.8. BUBBLE GUM X credits cannot be refundable or exchanged for cash. We reserve the absolute right to limit or refuse the use of BUBBLE GUM X credits if we reasonably believe that the use is unauthorised, fraudulent or otherwise unlawful.

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- 2.9. BUBBLE GUM X credits can only be used for individual treatment (ala-carte) and shall not be applicable for product purchases and/or any promotional or discounted items.
- 2.10. If you have enjoyed waxing treatments at the issuing BUBBLE GUM X outlet by utilising part of your BUBBLE GUM X credits and would like to upgrade to a Laser X treatment package, all remaining unused complimentary BUBBLE GUM X credits (if any) will be forfeited and will not be refunded to you. The remaining unused BUBBLE GUM X credits will be transferred to the upgraded / converted package and if there is any difference in price, such excess to be top-up for the upgrading shall be calculated based on the amount for the upgraded / converted package net the balance BUBBLE GUM X credit transferred at the point of package upgrade / conversion.

Upgrading / conversion of packages using the BUBBLE GUM X credits are only allowed for waxing treatments to Laser X treatments and vice versa but NOT waxing / Laser X treatments to eyelash extension treatments and vice versa.

- 2.11. No statements or notices in respect of your BUBBLE GUM X credits will be sent to you. The amount of BUBBLE GUM X credits will be indicated on the receipt upon your purchase of the BUBBLE GUM X credits or the aforesaid Services (as applicable) and be recorded in our system. You can check your BUBBLE GUM X credit balance by enquiring over the counter of the issuing BUBBLE GUM X outlet or by contacting our team at info@bubblegumx.com.
- 2.12. If you have any questions pertaining to transactions carried out using your BUBBLE GUM X credits or if you dispute any of these transactions, please contact our team at info@bubblegumx.com or at the issuing BUBBLE GUM X outlet for clarification and we will provide an explanation.
- 2.13. Notwithstanding the foregoing provision, you hereby agree and acknowledge that our BUBBLE GUM X 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 may at any time from time to time allow for discounts on its Products and/or Services (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 (i.e., waxing treatments to Laser X treatments) shall only be applicable to the net price after deduction of the unused BUBBLE GUM X credits transferred pursuant to Clause 2.9 above.

- 3.2. Notwithstanding the generality of Clause 3.1 above, any such discount rates or treatment packages shall be determined at the sole discretion of BUBBLE GUM X and BUBBLE GUM X 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 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 credits for use by the customers for other Services.

- 3.3. BUBBLE GUM X may, for any reason or occasion, issue and release promotional offers to you at the value, validity, redeemable period, type of services and specified outlet(s) to be determined by BUBBLE GUM X from time to time. Unless otherwise stated, the terms and conditions applicable to promotional offers issued by BUBBLE GUM X may include the following:
- (a) limited for single use transaction only;
 - (b) for use at particular BUBBLE GUM X outlet(s) 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 services provided by BUBBLE GUM X;
 - (f) damaged or expired promotional vouchers will not be accepted by BUBBLE GUM X and BUBBLE GUM X 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 and may vary for each BUBBLE GUM X's outlet(s);
 - (h) BUBBLE GUM X 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'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 any of the Sites (including design, layout, presentations, graphics and all other elements) is owned by, controlled by and/or licensed to (as applicable) BUBBLE GUM X 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 any of our Sites without BUBBLE GUM X's prior written consent.

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2. INDEMNITY

You agree to indemnify and hold BUBBLE GUM X, and each of our affiliate, subsidiaries, associate and related companies, 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 Services.

3. PROHIBITED ACTIVITIES

You agree and undertake that you will not use any of our Sites for any illegal purpose and BUBBLE GUM X 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.

4. LIMITATION OF LIABILITY ON USE OF THE SITES

- 4.1. All access and downloads of content or information from the Sites or such other webpages or linked webpages shall be at your own risk and BUBBLE GUM X 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 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 Services and delay in the provision of the Services.
- 4.3. Neither Party shall be liable for the non-performance of any of the Services in the event of a Force Majeure event taking place. BUBBLE GUM X 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 Services 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 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 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 Sites. It is your responsibility to read and understand the Terms and Conditions and any revisions thereof, prior to and during the use of the Sites or our Services. Your continued use of any of the Sites and/or the Services 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

BUBBLE GUM X™

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 Sites, Services and/or Products, you may contact the particular BUBBLE GUM X outlet or our BUBBLE GUM X headquarters at:

Address : No. 5, Jalan Serendah 26/41, Hicom Industrial Estate, 40400, Shah Alam, Selangor

Contact No. : +6012 510 7796 & +6017 563 5796

Email address : info@bubblegumx.com

11. SALES AND SERVICES TAX

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 is a SST registered company, the price of Products and Services provided by BUBBLE GUM X 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: 30 January 2023
(Version 3.3)***