

TERMS AND CONDITIONS

Welcome to AVO Brows & Beauty!

AVO Brows & Beauty is owned and operated by Grit & Glamour LLC.

These are the terms and conditions for:

<https://www.avobrowsandbeauty.com>

(Hereby “AVO Brows & Beauty”).

The use of the website and the purchase of the products, courses or services from such website, means that you agree to these terms and conditions as set out below (hereinafter referred to as “Terms”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES.

1. ELIGIBILITY

You may use the website and purchase the products, courses and services only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our services. It is the responsibility of parents and legal guardians to determine whether any of the content and products are appropriate for their child.

By using the website and purchasing the products, courses and services, you represent and warrant that you have the full right, power and authority to enter into these terms and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these terms.

2. SHOPPING ON THE WEBSITE

When you purchase a product, course or service, you agree to purchase the product, course or service for the price advertised and indicated on the websites at the time of purchase. Please check correctly the variants, features, prices, availability of services (in case of scheduling appointments) and products before ordering.

To schedule and consult our services enter the following link:

<https://www.avobrowsandbeauty.com/>

When a website user with the intention of purchasing a product or course on the website places an order, AVO Brows & Beauty will send an email to confirm that the order for the product or course has been received. This email confirmation will be produced automatically so that the user has confirmation of the details of his order.

If the product is not available, the user will be informed of the website by email or phone.

AVO Brows & Beauty may cancel any sale and not provide products, courses and services if it is reasonable to do so and may change or discontinue the availability of products, services or courses at any time in its sole discretion. If an order is cancelled, any payment made for products will be refunded in full. This does not affect your statutory rights.

All new orders are considered separately and each is treated individually.

The digital products offered on this website are for personal use only, the commercial license is not included. The right to exploit the product and the commercial license can only be granted with written authorization from AVO Brows & Beauty.

3. PRICES

AVO Brows & Beauty reserves the right to determine the price of products, courses and services. AVO Brows & Beauty will make reasonable efforts to keep the price information published on the website up to date. We encourage you to check our websites periodically for current pricing information.

Will always try to make sure that the prices on the website are accurate. However, some errors in terms of price may occur from time to time, including but not limited to human error, mechanical error or the like. Should an error in pricing be discovered, the customer will be informed of such error. The option to reconfirm the order will be given to the user at the correct price. The user also has the option to cancel the order should the user not be satisfied with the correct price communicated on the said product order.

4. PAYMENTS

The products, courses and services will be paid through “PayPal” and “Stripe” (credit/debit cards). The customer must pay the price of the product as stipulated in the order before the product is shipped and delivered to the customer. In the case of courses, the user will have access to the course content immediately after making the payment. Payment will be charged to your credit card, debit card or PayPal account immediately after ordering the product, course or service you have purchased. When processing a transaction, we will issue an electronic transaction receipt that will be sent to the email address you provide.

Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the products, courses and services. AVO Brows & Beauty reserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the products, courses and services.

5. SHIPPING POLICY

General

Subject to stock availability. We try to maintain accurate stock counts on our website but from time-to-time there may be a stock discrepancy and we will not be able to fulfill all your items at time of purchase. In this instance, we will fulfill the available products to you, and contact you about whether you would prefer to await restocking of the backordered item or if you would prefer for us to process a refund.

Shipping Costs

Shipping costs are calculated during checkout based on weight, dimensions and destination of the items in the order. Payment for shipping will be collected with the purchase. This price will be the final price for shipping cost to the customer.

Returns

All sales are final. We accept returns for refund or exchange, for items damaged in transit.

Refunds and Exchange

To be eligible for a refund or exchange, you must first email us within 7 days of receiving the item at avobrowsandbeauty@gmail.com to alert us of the damage, then return the damaged item to us. Once your return is received and inspected, we will send you an email to notify you that we have received your return item. We will also notify you of the approval or rejection of your refund. If you are approved, then your replacement or refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of 7 days.

Non-Returnable and Non-Refundable Items

AVO Brows & Beauty does not offer refunds on any online courses.

Transit Time Domestically

In general, domestic shipments are in transit for 2 – 7 days

Transit Time Internationally

Generally, orders shipped internationally are in transit for 4 – 22 days. This varies greatly depending on the courier you have selected. We are able to offer a more specific estimate when you are choosing your courier at checkout.

Dispatch Time

Orders are usually dispatched within 2 business days of payment of order. Our warehouse operates on Monday – Friday during standard business hours, except on national holidays at which time the warehouse will be closed. In these instances, we take steps to ensure shipment delays will be kept to a minimum.

Change Of Delivery Address

For change of delivery address requests, we are able to change the address at any time before the order has been dispatched.

P.O. Box Shipping

AVO Brows & Beauty will ship to P.O. box addresses using postal services only. We are unable to offer couriers services to these locations.

Military Address Shipping

We are able to ship to military addresses using USPS. We are unable to offer this service using courier services.

Items Out Of Stock

If an item is out of stock, we will wait for the item to be available before dispatching your order. Existing items in the order will be reserved while we await this item.

Delivery Time Exceeded

If delivery time has exceeded the forecasted time, please contact us so that we can conduct an investigation.

Tracking Notifications

Upon dispatch, customers will receive a tracking link from which they will be able to follow the progress of their shipment based on the latest updates made available by the shipping provider.

Parcels Damaged In Transit

If you find a parcel is damaged in-transit, if possible, please reject the parcel from the courier and get in touch with our customer service. If the parcel has been delivered without you being present, please contact customer service with next steps.

Sales Tax

Sales tax will be applied to the price of the goods as displayed on the website at checkout.

Import Duties & Taxes

Import duties and taxes for international shipments may be liable to be paid upon arrival in the destination country. This varies by country, and AVO Brows & Beauty encourages you to be aware of these potential costs before placing an order with us. If you refuse to pay duties and taxes upon arrival at your destination country, the goods will be returned to AVO Brows & Beauty at the customer's expense, and the customer will receive a refund for the value of goods paid, minus the cost of the return shipping. The cost of the initial shipping will not be refunded.

Cancellations

If you change your mind before you have received your order, we are able to accept cancellations at any time before the order has been dispatched. If an order has already been dispatched, please refer to our refund policy.

Insurance

Parcels are insured for loss and damage up to the value as stated by the courier.

Process for Parcel Damaged In-Transit

We will process a refund or replacement as soon as the courier has completed their investigation into the claim.

Process for Parcel Lost In-Transit

We will process a refund or replacement as soon as the courier has conducted an investigation and deemed the parcel lost.

6. DISCLAIMER

The information contained in the websites and the resources available through the courses are for educational and informational purposes only.

By using the website, purchasing the courses, and using the services, you accept personal responsibility for the results of your actions. You agree to assume full responsibility for any damage or harm you suffer as a result of the use or non-use of the information available on AVO Brows & Beauty through the Web sites, services, and courses. You agree to use your judgment and conduct due diligence before taking any action or implementing any plan or advice suggested or recommended in the websites and courses.

You agree that AVO Brows & Beauty has not made any guarantees about the results of taking any action, whether or not it is recommended in the websites and courses. AVO Brows & Beauty provides educational and informational resources based on the author's experience. However, you acknowledge that your ultimate success or failure will be the result of your own efforts, your particular situation, and other circumstances that are beyond AVO Brows & Beauty's control.

7. ACCOUNT AND SECURITY

If you register on AVO Brows & Beauty, you will be required to choose a password and username, and you may be asked for additional information regarding your account. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify AVO Brows & Beauty of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another user's account without prior authorization from AVO Brows & Beauty. AVO Brows & Beauty will not be liable for any loss or damage arising from your failure to comply with this agreement.

By providing AVO Brows & Beauty with your email address, you consent to our use of such email address to send you notices regarding the service, including those required by law, in lieu of ordinary mail. We may also use your email address to send you other messages, such as changes to service features and special offers. If you do not wish to receive these emails, you may opt-out of receiving them by sending us your withdrawal request via the contact information or via the "unsubscribe" option in the emails. Opting out may prevent you from receiving emails about updates, upgrades or offers.

8. ACCOUNT DELETION AND TERMINATION

The users may terminate their accounts any time, for any reason, by following the instructions on AVO Brows & Beauty. That termination will only result in the deletion of the account and the deletion of all the personal data granted to AVO Brows & Beauty.

AVO Brows & Beauty reserves the right to terminate your account or your access immediately, with or without notice to you, and without liability to you, if AVO Brows & Beauty believes that you have breached any of these terms, furnished AVO Brows & Beauty with false or misleading information, or interfered with use of the website or the service by others.

9. COPYRIGHT

The content of the courses and the copyright of the courses are reserved and exclusive property of AVO Brows & Beauty. AVO Brows & Beauty owns all of the text, images, videos, podcasts, blog entries, reports, trademarks, service marks and other material contained on the courses. No content may be duplicated without the express written consent of AVO Brows & Beauty.

All content included on this website, such as text, graphics, logos, button icons, images, video, audio clips, data compilation, and software, is the property of AVO Brows & Beauty, its merchants, or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of AVO Brows & Beauty and protected by international copyright laws. All software used on this site is the property of AVO Brows & Beauty or its software suppliers and protected by international copyright laws.

You have no authorization to copy, transmit, distribute, display, republish, post, or upload from our website in any way without our prior written approval, or stated otherwise on our site. You may print a copy of our site's content strictly for personal use only. By doing so, you also consent not to directly or indirectly change or remove any copyright, trade name, service mark, trademark, or any other proprietaries shown on any of our content. Any alterations or use of content outside the guidelines of this Terms and Conditions violates intellectual property rights. By accessing our website, you do not own any rights or titles to our content or other intellectual properties. Please do not copy any content and pass it off as your own, as a copyright infringement will occur.

10. COPYRIGHT COMPLAINTS

AVO Brows & Beauty respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the "AVO Brows & Beauty" website infringe upon your copyright or other intellectual property right, please send the following information to:

- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
- A statement specifically identifying the location of the infringing material, with enough detail that AVO Brows & Beauty may find it on the "AVO Brows & Beauty" website. Please note: it is not sufficient to merely provide a top-level URL.
- Your name, address, telephone number and e-mail address.
- A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

11. AVO BROWS & BEAUTY RESPONSIBILITIES

AVO Brows & Beauty shall insure ordered products at their retail value whilst being delivered to you. Please check the delivered products as soon as possible on receipt as we will not cover any subsequent loss or destruction.

Because of the nature of the Internet, AVO Brows & Beauty provides and maintains **the website** on an “as is”, “as available” basis and makes no promise that use of **the website** will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our websites may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use **the website** in breach of these terms you will be liable to and will reimburse, AVO Brows & Beauty for any loss or damage caused as a result.

These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit AVO Brows & Beauty liability for death or personal injury resulting from its negligence nor any fraudulent representation.

AVO Brows & Beauty will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you. Subject as aforesaid, to the maximum extent permitted by law, AVO Brows & Beauty excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to AVO Brows & Beauty and AVO Brows & Beauty shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on AVO Brows & Beauty website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of **the website** or any Product purchased through **the website**.
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.

- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from **the website**, or from transmissions via emails or attachments received from AVO Brows & Beauty.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

12. PROHIBITED ACTIVITIES

The content and information available on the website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons, or other material), as well as the infrastructure used to provide such content and information, are owned by or licensed to AVO Brows & Beauty by third parties. For all content other than your content, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or resell any information or services obtained from or through the website. In addition, you agree not to do so:

- Use the services or content for any commercial purpose, other than those commercial purposes explicitly permitted under this agreement and as provided by AVO Brows & Beauty;
- Access, monitor, reproduce, distribute, transmit, disseminate, display, sell, license, copy or otherwise exploit any content of the site, including, without limitation, using any robot, spider, scraper or other automated means or any manual process for any purpose that is not in accordance with this agreement or without our express written permission;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Deep-link to any part of the Website for any purpose without our express written permission;
- Attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software used by AVO Brows & Beauty in connection with the site;
- Evade, disable or otherwise interfere with security-related features of the site or features that prevent or restrict use or copying of any content;

13. THIRD PARTY WEBSITES

Through your use of the "AVO Brows & Beauty" website and services you may encounter links to third party sites or be able to interact with third party sites. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should

make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where “AVO Brows & Beauty” provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that AVO Brows & Beauty are in no way responsible or liable for any such third-party sites.

14. INDEMNIFICATION

You agree to defend and indemnify AVO Brows & Beauty and any of their directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Product purchase.

15. ELECTRONIC COMMUNICATIONS

No responsibility will be accepted by AVO Brows & Beauty for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

16. CHANGES AND TERMINATION

We may change the website and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the website constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

17. PERSONAL DATA

Any personal information you post on or otherwise submit in connection with the purchase of products will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

18. INTEGRATION CLAUSE

This Agreement together with the Privacy Policy and any other legal notices published by AVO Brows & Beauty, shall constitute the entire agreement between you and AVO Brows & Beauty concerning and governs your use of the website.

19. HEADINGS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

20. DISPUTES

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, application, interpretation, or validity of these Terms or the use of the AVO Brows & Beauty website shall be settled by binding arbitration between you and AVO Brows & Beauty, except that each party retains the right to bring an individual action in court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction.

21. FINAL PROVISIONS

These terms are governed by United States law. Use of our websites and services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

22. CONTACT INFORMATION

If you have questions or concerns about these terms or the products, please contact us through our contact page or at: avobrowsandbeauty@gmail.com