

Recurring Payments Terms and Conditions

Your consent is important. By entering your credit card details into the online appointments system known as 'Smoothbook' you are agreeing to the following terms and conditions regarding future recurring payments made against your credit card.

In brief

- You are agreeing that, in return for the provision of a 'membership', future recurring payments may be made against the credit card provided without the presence of a) the card or b) the card holder and that payment may be made to the partner.
- These payments will be made at the beginning of each billing cycle.
- Cancelling your membership will prevent any future recurring payments being made against the credit card.
- You can cancel your membership at any time by selecting 'manage memberships' from the menu top right of the Smoothbook booking calendar. You will see a list of your memberships with a button labelled 'cancel membership' next to each one.
- If you cancel your membership, the membership will remain active / valid until the end of the billing cycle / date on which the next payment is due, at which point your membership will end / become inactive.
- Unless otherwise indicated or agreed with the partner, your payments are non-refundable. If you feel it is justified, you may request a refund from the partner, at whose sole discretion it is whether to provide one.
- **Any and all disputes regarding payments, memberships, service provision and this agreement are between you and the partner. You completely absolve and indemnify the service provider (Yellow Melon Ltd.) for any responsibility regarding the provision of services, disputes, handling of payments, refunds, etc. that may result by entering into this agreement.**

Terminology

"Customer" - Person or organisation whose credit card will be subject to future recurring payments made via the Service Provider.

"Service provider" - Yellow Melon (UK) Ltd. - the operator of the online appointments system known as 'Smoothbook'.

"Partner" - Person or organisation whose Stripe account will be credited - in part or in whole - as a result of payment(s) by the customer.

“Membership” - An agreement by which the partner provides some or all of their services to the customer for an amount of time limited by the billing cycle.

“Billing cycle” - The time period between recurring payments.

“Stripe” - The payment processing company operating as ‘Stripe’, whose website can be found at <https://stripe.com>. All recurring payments made via the service provider are processed through Stripe.

“Recurring payments” - Future payments made against your credit card for the provision of services related to memberships provided by the partner. Such payments are attempted ‘offline’ - that is without the presence of the card or the cardholder.

Scope

This agreement is in addition to, and in no way replaces, other existing agreements, contracts and terms and conditions that you, as the customer, have entered into with the Service Provider and partner.

Jurisdiction

This agreement is subject to the relevant laws of the United Kingdom and European Union.

Data Protection and privacy

Your data is subject to and protected by the relevant data protection and privacy laws of the United Kingdom and the European Union - in particular the EU General Data Protection Regulation (GDPR - <https://eugdpr.org/>) . For the avoidance of doubt, neither the service provider or the partner have any access, at any time, to your credit card or other financial information beyond the last four digits and expiry date of the credit card.

All of your financial information is collected, stored and managed by Stripe and, as such, subject to Stripe’s privacy, data collection and security policies.

You are agreeing to allow Stripe to process future recurring payments against your credit card without you or the card being present.

For the purposes of making future recurring payments against your credit card, your credit card information will be stored with Stripe.

Payment and refunds

Payment for the membership will be attempted at the beginning of every billing cycle. You will be notified if the payment attempt fails and, subject to the conditions determined by the partner, payment may be re-attempted. If payment fails repeatedly, your membership will be de-activated / canceled with no further cost to you.

You are no longer entitled to the provision of services as determined by the membership when your membership is de-activated.

You are not entitled to a refund of your payment unless this is agreed with the partner.

Disputes

You agree that all disputes regarding payments, refunds, memberships, the provision of services, etc. are between you and the partner. **In particular you absolve and indemnify Yellow Melon Ltd. (the service provider) from any and all responsibility for any disputes regarding the services provided for in this agreement.**