

Mobile Messaging Terms and Conditions

Last updated: November 29, 2023



Welcome to 40 Esthetics Mobile Messaging Program!

40 Esthetics, operates a mobile messaging program (Constant Contact) subject to these Mobile Messaging Terms and Conditions (the "Mobile Messaging Terms"). The Program and our collection and use of your personal information is also subject to our [Privacy Policy](#). By enrolling, signing up, or otherwise agreeing to participate in the Program, you accept and agree to these Mobile Messaging Terms and our Privacy Policy

1. Program Description:

Here at 40 Esthetics, we are thrilled to keep you in the loop with our latest promotions and transactional updates through our Mobile Messaging Program, powered by Constant Contact. Expect to receive messages covering exciting promotions, specials, marketing offers, and helpful reminders related to your transactions with us. While our messages may be automated, we assure you that the frequency will be reasonable, not exceeding 3 messages per month. By agreeing to these terms, you also acknowledge that messages may be sent via different telephone numbers or short codes. We won't charge you for these messages, but standard message and data rates from your mobile provider may apply.

2. User Opt-In:

By providing your mobile number, you're opting in to our program, ready to receive our messages. Even if your number is on a "Do Not Call" list, your opt-in is a voluntary agreement to receive recurring messages. You confirm that the provided number is valid and under your ownership or authorization. If your number changes or you're no longer the owner, please inform us promptly at [insert email or contact method]. Participation in our Program is entirely optional, and you are not required to join to make a purchase.

3. User Opt-Out and Support:

Your preferences matter! You can opt-out of our program anytime. If you wish to stop receiving messages or no longer agree to these terms, simply reply with **STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE** to any message from us. Keep in mind that you may receive texts for a brief period during the opt-out process, including a one-time confirmation message. For support, reply with **HELP** to any message from us. Please note that our platform may not recognize altered requests, and we won't be liable for unfulfilled requests not following these terms. If we ever change our contact number or short code, we'll inform you in advance.

4. Disclaimer of Warranty and Liability:

Our Mobile Messaging Program is provided on an "as-is" basis and might not be available at all times or in all areas. We, along with our service providers, are not responsible for any delays or misdirected messages through the Program.

5. Modifications:

We aim to keep things fresh! We may modify or cancel the Program or its features, with or without notice. We can also update these Mobile Messaging Terms, and any changes will be effective upon posting on our website. Make sure to check periodically for updates. Your continued participation indicates your acceptance of any modifications.

Thank you for being a part of 40 Esthetics Mobile Messaging Program! If you have any questions or concerns, feel free to reach out.