

SMILES BY MARIO MONTOYA EXCHANGE AND REFUND POLICIES

EXCHANGE POLICY:

The exchange and refund policies for purchases at www.smilesbymariomontoya.com operate in two cases: the first when the Client acquires the treatment and it is not in accordance with it and; The second in the case of requesting the legal guarantee. For these purposes, the Client has thirty (30) calendar days to request the change in the event that the product is not requested. In the event of defects in quality or suitability in the treatment acquired through the Portal within the warranty term of the respective product, the legal guarantee may be used in the terms stipulated in these Terms and Conditions.

In order for it to be appropriate to make changes under warranty, it is required that the treatment is defective or useless for normal use, that it has deficiencies in manufacturing, processing, in its materials or in the event that it is not entirely suitable for the use to which it is intended. intended and that is requested within the term of the guarantee determined for the respective product. Regarding the lines of dental materials, dental instruments, smile design previously approved by the client and others, no changes will be made when the reasons are attributable to later personal tastes, personal appreciations or misuse by the Client.

All the processes of requests for reimbursement or request for a change of treatment will be done and managed by MONTOYA & ALAEDDINE SAS, which is a commercial company legally created under the laws of the Republic of Colombia, with the number of Nit. 901.290.134 - 1, who for all purposes of this document will be called SMILES BY MARIO MONTOYA.

The following describes the "Exchange and Refund Policy that apply to the treatments offered by SMILES BY MARIO MONTOYA within or through the portal www.smilesbymariomontoya.com (hereinafter it will be called access domain), and / or other domains or portals related to SMILES BY MARIO MONTOYA.

Any person who carries out a commercial transaction in this domain, expressly declares that he knows and accepts each and every one of the indications established in these Terms and Conditions. Consequently, all acts and contracts that are celebrated in or through the Portal, as well as requests for changes and reimbursement of treatments will be subject to the provisions contained in this document and in current Colombian legislation applicable to the subject.

Only people who have the legal capacity to contract and be bound will be able to access or carry out any act of commerce in or through the Portal. Consequently, SMILES BY MARIO MONTOYA is not responsible for the information provided by its Clients, including the date of birth and the identification number.

Refund Procedure:

1. The request for reimbursement or change in the treatment must be requested within thirty (30) calendar days following the end of the treatment. If the request is made outside this period, SMILES BY MARIO MONTOYA will not accept the refund request.
2. To request a refund or change in treatment, the client must contact SMILES BY MARIO MONTOYA through the email drmariomontoyapaypal@gmail.com or through a direct message on the Instagram account: [@drmarimontoya](https://www.instagram.com/drmarimontoya), indicating the reason of the request for reimbursement or change of treatment, the form requesting the return as long as the requirements for this purpose are met.
3. Once the refund or change in treatment has been requested, if this policy is complied with, SMILES BY MARIO MONTOYA will make the change in treatment or refund the money using the same method that the client has made to make the purchase .
4. If the change in treatment is authorized, SMILES BY MARIO MONTOYA will only be liable for the performance of a new procedure which will be carried out in the same clinic where the initial one was performed and will not bear the cost of transportation, lodging or customer feeding.
5. When the payment has been made via paypal and the return is effective, the commission for the transaction will be borne by the customer.
6. When the payment has been made through a bank account, the commission for the transaction will be borne by the customer.

FORMATION OF PURCHASE CONSENT:

The consent of the Client is manifested in the purchase steps of the Portal accepting each one of them and is perfected with the final declaration of purchase after having reviewed the summary of the order where each of the products, their individual price and the others that are in his charge, and the total sum that must be canceled, the foregoing in order that the Client can verify that the operation to be carried out reflects his intention to acquire the treatment and the other conditions of the contract, and if it is his wish make the corrections it deems necessary or cancel the same at any time before the final purchase confirmation. SMILES BY MARIO MONTOYA will issue an acknowledgment of receipt of the order to the email registered by the Client when registering, with exact price information, including taxes and others that are in charge and the way in which the order was made or will be carried out. payment.

PRICES

All prices on the Portal are expressed in US dollars and correspond to the unit price of each product, they do not include additional shipping costs, or any other additional cost.

CROSSED PRICES

When a crossed-out price is shown on the Portal and another sale price is indicated in its place, said crossed-out price corresponds to the price that the product previously had, and the price that is not crossed out corresponds to the new price that the Customer must pay. The crossed-out price will always be higher than the new one offered by SMILES BY MARIO MONTOYA, and in the event that this is not the case, the Client will only be obliged to pay the lower price between the two indicated prices. The crossed-out price is published so that the Client can show the decrease in the initial sale price of the products that SMILES BY MARIO MONTOYA made at their own discretion. SMILES BY MARIO MONTOYA will adjust the correct price and a charge higher than that stipulated will not be a cause for return if the portal makes a refund of the price difference.

TYPOGRAPHICAL ERRORS

No refunds will be made for typographical errors. SMILES BY MARIO MONTOYA markets its treatments through the Portal that is defined as a WEB technological platform, in this sense it is likely that due to errors in the system or due to typographical errors an incorrect price may be presented. Consequently, the Client declares that he understands and accepts that in the event that the above occurs, SMILES BY MARIO MONTOYA will inform him of such circumstance and may cancel the purchase order (s) that contain procedures whose prices are incorrect, proceeding to make the return of the money for this concept.

RIGHT OF WITHDRAWAL:

The treatments that SMILES BY MARIO MONTOYA markets are goods for personal use for each patient such as all those that will be located in Boca, for which, according to current regulations, the right of withdrawal does not operate.

PAYMENT REVERSAL:

In the event that the payment has been made with a credit, debit card or any other electronic payment instrument, SMILES BY MARIO MONTOYA will request the reversal of the payment to the respective bank or to the intermediary that provides the service such as PayPal, when the Client notifies that he has been the subject of fraud, or that it corresponds to an unsolicited operation, or that the procedure acquired is not the one intended. In the latter case, a reversal of the payment can only be requested before the treatment has been carried out. For the above to proceed, the Client must notify the SMILES BY MARIO MONTOYA customer service area within five (5) business days following the date on which he had news of the fraudulent or unsolicited operation or that he should have received the product or received it defective or without corresponding to what was requested.

Likewise, the notification of the situations described above to the SMILES BY MARIO MONTOYA customer service area does not exempt it from the responsibility of notifying the claim to the issuer of the electronic payment instrument used to make the purchase.

APPOINTMENT RESERVATION AND ONLINE PAYMENT

1. To reserve an appointment for a treatment offered by SMILES BY MARIO MONTOYA, the client must make an online payment.
2. Said payment is for the sum of US \$ 500.
3. This payment will be paid to the total cost of the requested treatment.
4. With the payment, the client has the right to reserve the date and time of their appointment which may be modified later as long as the agenda of the professional who will perform the treatment is free.
5. This payment is NOT refundable upon the client's request, however it may be transferable to another patient at the request of the initial payment holder.