

Website & Mobile App Terms and Conditions of Use

SUPERSYS CONSULTING PTY LTD T/A LUXBUBBLE

ACN: 062 499 692

1. Definitions

Account means the registered account of the user through the Website in order to access the Services.

Dispute means an unresolved claim which arises under these terms and conditions;

Member means a user who has completed the registration process on the Website and agrees to be bound by the Terms.

Notice means a notice given under clause 17.3.

Parties means the parties to these Terms.

Provider means the beauty and wellness Member offering Services on the Website.

Receiver means the Member who has booked a beauty and wellness appointment through the Website.

Services means a request for the delivery of services from a Receiver to the Website, including the price and description of the services to be provided.

Terms means the terms and conditions contained herein within this document.

Website means www.luxbubble.app, the associated Luxbubble App and any pages or subpages associated with this domain name.

Your Content means any content that you broadcast, publish, upload, transmit, post or distribute on the Website

2. About the Website

2.1. Welcome to the Website. The Website provides a platform to facilitate interactions between:

2.1.1. People accessing the Website to book beauty and wellness appointments (the '**Receiver**'); and

2.1.2. Companies offering services in the beauty and wellness space (the '**Provider**').

making it easier for the Receiver and the Provider to locate, communicate and arrange payment and deliver the service in a fast and secure manner (the '**Services**').

2.2. The Website is operated by Supersys Consulting Pty Ltd T/A Luxbubble (ACN 062 499 692) herein referred to as **Luxbubble**. Access to and use of the Website, or any of its associated Services, is provided by Luxbubble. Please read these terms and conditions carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.

2.3. Luxbubble reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Luxbubble updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

3. Acceptance of the Terms

You accept the Terms by registering for the Services and/or making any payment as required under the Terms for use of the Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by Luxbubble in the user interface.

4. The Services

4.1. In order to access the Services, both the Receiver and the Provider are required to register for an account through the Website (the '**Account**').

4.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Email address;
- (b) Mailing address;
- (c) Telephone number;
- (d) Password;
- (e) First and last name;

- (f) Date of birth;
 - (g) Bank Account Information;
 - (h) Card details;
 - (i) Photo Identification; and
 - (j) Display pictures of your work (if you are a Provider).
- 4.3. You warrant that any information you give to Luxbubble in the course of completing the registration process will always be accurate, correct and up to date.
- 4.4. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms. As a Member, you will be granted immediate access to the Services.
- 4.5. You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with Luxbubble; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

5. Your obligations as a Member

- 5.1. As a Member, you agree to comply with the following:
- (a) you will not share your profile with any other person;
 - (b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practises or guidelines in the relevant jurisdiction.
 - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Luxbubble of any

unauthorised use of your password or email address or any breach of security of which you have become aware;

- (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- (f) Your Content will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
- (g) you agree not to harass, impersonate, stalk, or threaten another Member of the Website (where interaction with other Members is made available to you);
- (h) access and use of the Website are limited, non-transferable and allow for the sole use of the Website by you for the purposes of providing the Services;
- (i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Luxbubble;
- (j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by Luxbubble for any illegal or unauthorised use of the Website; and
- (l) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

6. Using the Website as a Provider

- 6.1. Providers must provide a valid business name, business address, contact details and list of services available for booking.
- 6.2. Providers must publish the available appointments for Services for Receivers to view and book.

7. Using the Website as a Receiver

- 7.1. Receivers must provide their full name, date of birth, gender, address and contact details.

7.2. Receivers will register as a Member to view a Provider's services that are available to book.

8. **Payment**

8.1. Where the option is given to you, you may make payment for the Services (the '**Services Fee**') by way of:

(a) Credit Card Payment ('**Credit Card**').

8.2. All payments made in the course of your use of the Services are made using a third party provider known as Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the third party providers' terms and conditions which are available on their website and at [Stripe Terms and Conditions](#).

8.3. Stripe's Terms and Conditions are incorporated into these Terms and Conditions and will prevail over these Terms and Conditions to the extent of any inconsistency in relation to the provision of payment services.

8.4. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.

8.5. You agree and acknowledge that Luxbubble can vary the Services Fee at any time.

8.6. You agree and acknowledge that the Services Fee will include a commission to Luxbubble for the facilitation of the interaction between the Provider and Receiver in the event the Receiver books Services.

8.7. All currency referred to on the Website is the currency in the relevant jurisdiction to which the Service is being provided. The providers of the Services will denominate the Service Fee in the local currency.

8.8. From time to time, Luxbubble will run promotions involving payment of Service Fees for Receivers and Providers. Where a promotion is active, Information on the promotion will be made available on the Website at the discretion of Luxbubble.

9. **Deposit and Refund Policy**

9.1. Since Luxbubble is only a facilitator in introducing the Receiver to the Provider and providing a system to make safe payments, Luxbubble does not hold any liability to

the Receiver directly and will not personally refund any payments made in the use of the Services.

- 9.2. Notwithstanding the above clause, if a Receiver is unsatisfied with the services provided by the Provider or believes that they may be entitled to a refund, then Luxbubble requires the Receiver to contact the Provider directly to request a refund.
- 9.3. If the Provider agrees to a refund, it is acknowledged that the Provider will refund all or part of the payments made to the Receiver directly, less any fees and charges incurred in processing the refund.
- 9.4. Both the Receiver and the Provider agree that they will comply with the Refund Policy contained in the Clause of these Terms.
- 9.5. The ultimate decision of whether a refund will be provided will be determined by the Provider and this decision is final.

10. Copyright and Intellectual Property

- 10.1. The Website, the Services and all of the related products of Luxbubble are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Luxbubble or its contributors.
- 10.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Luxbubble, who grants to you a worldwide, non-exclusive, royalty-free, revocable licence whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.

Luxbubble does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Luxbubble or its contributors.

- 10.3. Luxbubble retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- to you.
- 10.4. You may not, without the prior written permission of Luxbubble and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.
- 10.5. Where you broadcast, publish, upload, transmit, post or distribute Your Content on the Website, then you grant to Luxbubble a non-exclusive, transferable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

11. Privacy

Luxbubble takes your privacy seriously and any information provided through your use of the Website and/or the Services are subject to Luxbubble's Privacy Policy, which is available on the Website.

12. General Disclaimer

- 12.1. You understand and acknowledge that Luxbubble does not investigate or undertake background checks or the like on Members of the Website. You are solely responsible for conducting any appropriate background checks and obtaining the necessary and appropriate licences, certifications and/or insurances prior to engaging a Provider to complete any Services.
- 12.2. You are solely responsible for deciding if the Provider is suitable for the Services. Luxbubble disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, disclosed

and undisclosed arising out of or in connection with any transaction and the delivery of services between Members.

- 12.3. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 12.4. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Luxbubble will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 12.5. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Luxbubble make any express or implied representation or warranty about the Services (including the Services of Luxbubble) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Products, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of Luxbubble; and
 - (d) the Services or operation in respect to links which are provided for your convenience.

- 12.6. You acknowledge that the Luxbubble Website and the Services are only intended to facilitate the interactions between the Provider and Receiver and do not offer any services other than the Services and Luxbubble holds no liability to you as a result of any conduct of the Members of the misuse of Your Content by any party (including other Members).
- 12.7. All content on the Website may not be factually accurate and Luxbubble will not be held responsible for any misleading or false information published by any Member or third parties.
- 12.8. In the event Luxbubble becomes insolvent, as Luxbubble does not hold Members' money and all payments are made through Stripe. All refund requests of Services will require directly dealing with Stripe.

13. Limited Liability

- 13.1. Luxbubble's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 13.2. You expressly understand and agree that Luxbubble, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 13.3. Luxbubble is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Services, whether posted or caused by users of the website of Luxbubble, by third parties or by any of the Services offered by Luxbubble.
- 13.4. You acknowledge that Luxbubble holds no liability for any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.
- 13.5. You acknowledge that Luxbubble will not be liable for any changes or restrictions caused by Covid-19. The Provider and Receiver acknowledge that any loss or delay of services is out of the control of Luxbubble and Luxbubble will not bear any responsibility as a result of the restrictions imposed by Covid-19.

14. Termination of Contract

- 14.1. Luxbubble may terminate any Membership or account without any notice at any time for no reason.
- 14.2. The Terms will continue to apply until terminated by either you or by Luxbubble as set out below.
- 14.3. If you want to terminate the Terms, you may do so by:
 - (a) providing Luxbubble with 30 days' notice of your intention to terminate; and/or
 - (b) closing your accounts for all of the services which you use, where Luxbubble has made this option available to you.Your notice should be sent, in writing, to Luxbubble via the 'Contact Us' link on the homepage.
- 14.4. Luxbubble may at any time, terminate the Terms with you if:
 - (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) Luxbubble is required to do so by law;
 - (c) the partner with whom Luxbubble offered the Services to you has terminated its relationship with Luxbubble or ceased to offer the Services to you;
 - (d) Luxbubble is transitioning to no longer providing the Services to Users in the country in which you are resident or from which you use the service; or
 - (e) the provision of the Services to you by Luxbubble is, in the opinion of Luxbubble, no longer commercially viable.
- 14.5. Subject to local applicable laws, Luxbubble reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Luxbubble's name or reputation or violates the rights of those of another party.
- 14.6. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Luxbubble have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

15. Indemnity

15.1. You agree to indemnify Luxbubble, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content and use of the Services;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

16. No Agency

16.1. Nothing contained in this Agreement shall be construed to create a partnership, employee/employer relationship, or joint enterprise or other similar relationship to Luxbubble. You have no authority to bind Luxbubble, its related entities or affiliates in any way whatsoever. Luxbubble confirms that all services promoted on the Website are provided by Members.

17. Dispute Resolution

17.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

17.2. Notice:

A party to the Terms claiming a dispute has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

17.3. Resolution:

On receipt of that notice by that other party, the parties to the Terms must:

- 17.3.1. Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

17.3.2. If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;

17.3.3. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing, undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

17.3.4. The mediation will be held in Melbourne, Australia.

17.4. Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

17.5. Termination of Mediation:

If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

18. Venue and Jurisdiction

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

19. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

20. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties have taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

21. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.