

DEMI INTERNATIONAL BEAUTY ACADEMY PTY LTD (ACN 601 046 039)

STUDENT CLINIC TERMS AND CONDITIONS

Disclosures

Below, you'll find Demi International's comprehensive Terms and Conditions. However, it's essential to highlight some key points for your understanding before you proceed to become a client:

- In case of student scheduling conflicts, we reserve the right to cancel an appointment with minimal notice. Should such a cancellation occur, we commit to providing a refund of deposit as specified in section 4.1.
- To facilitate proper arrangements, we request a minimum of 24 hours' notice for appointment cancellations. Failure to provide this notice will result in the forfeiture of any refund or voucher.
- We retain the discretion to decline treatment if you arrive at an appointment accompanied by a child or pet requiring supervision, in accordance with section 3.6.
- These terms do not diminish your rights under the Australian Consumer Law.

1. Introduction

1.1. This booking website (Booking Site) is operated by Demi International Beauty Academy Pty Ltd (ACN 601 046 039), trading as Demi International (we, our or us). These terms and conditions (Terms) are between us and you, the individual making an appointment for a treatment provided by our students (Services).

2. Use of the Booking Site

- 2.1. You accept these Terms by making an appointment for a treatment via the Booking Site (Appointment).
- 2.2. You must not make an Appointment unless you are at least 16 years old.
- 2.3. You acknowledge and agree that some treatments can only be provided if you are at least 18 years old as indicated on our Booking Site when selecting the Appointment.
- 2.4. When using the Booking Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- 2.4.1. anything that would constitute a breach of an individual's privacy or any other legal rights;
 - 2.4.2. using the Booking Site to defame, harass, threaten, menace or offend any person;

- 2.4.3. using the Booking Site for unlawful purposes;
- 2.4.4. interfering with any user of the Booking Site;
- 2.4.5. tampering with or modifying the Booking Site (including by transmitting viruses and using trojan horses);
- 2.4.6. using the Booking Site to send unsolicited electronic messages;
- 2.4.7. using data mining, robots, screen scraping or similar data gathering and extraction tools on the Booking Site; or
- 2.4.8. facilitating or assisting a third party to do any of the above acts

3. Appointments

- 3.1. You may make an Appointment by selecting the relevant location and treatment on the Booking Site. If you make an Appointment, you agree to pay the price listed on the Booking Site (Appointment Fee).
- 3.2. You acknowledge and accept that all treatments are performed in a training and learning environment.
- 3.3. It is your responsibility to check the Appointment details, including selected treatment and pricing, before you book the Appointment through the Booking Site. All Appointments made through the Booking Site are subject to student availability.
- 3.4. You must truthfully complete the client contraindication checklist at the time of your appointment. To ensure our students can effectively and safely provide the treatment to you.
- 3.5. If the information you provided in the Contraindication Checklist changes after booking the Appointment you must promptly notify us. We reserve the right to refuse treatment if we believe a contraindication is present.
- 3.6. We do not have the facilities to accommodate supervision of children or pets. If you attend an Appointment with a child or pet (other than a registered service animal) that requires supervision you will be refused treatment.

4. Cancellations

- 4.1. We do our best to keep the Appointment times selected on the Booking Site. If student scheduling issues occur, we may be required to cancel the Appointment with minimal notice. We will send you an email and text if your Appointment is cancelled and provide you with a refund of any deposits paid.
- 4.2. We require 24 hours' notice if you cancel an Appointment to allow us enough time to find a replacement. If you cancel an Appointment with sufficient notice, we will provide you with a refund of any deposit paid. If you cancel with less than 24 hours' notice we will not provide a refund or voucher.

5. Price and payments

- 5.1. You must pay us the Appointment Fee upfront when you make the booking for an Appointment.
 - 5.2. You may select additional add-on services while receiving the treatment. You must pay for these additional services at reception after the Appointment.
 - 5.3. All amounts are stated in Australian dollars and Australian GST (where applicable) will be set out separately.
 - 5.4. You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
 - 5.5. You may use a valid Voucher to pay for an Appointment.
6. Guest Code of Conduct
- 6.1. When receiving the Services, you must comply with the following:
 - 6.1.1. assist us in maintaining a safe and comfortable environment for all customers, students and staff and follow all our reasonable directions;
 - 6.1.2. you must not use abusive or threatening language or behave in a threatening way while receiving the Services;
 - 6.1.3. you must treat all customers, students and staff with dignity and respect, and embrace diversity of customers, students and staff;
 - 6.1.4. you will prioritise the safety and well-being of students and report any concerns or incidents to us or supervising staff;
 - 6.1.5. you will maintain personal and professional boundaries with all students and staff and must not engage in any behaviour that is inappropriate or that could be considered grooming;
 - 6.1.6. you must not be under the influence of drugs or alcohol;
 - 6.1.7. you must not share confidential or personal information about students or staff with other third parties.
 - 6.2. We may terminate these Terms with immediate effect if you breach any provision of clause 6. If these Terms are terminated in accordance with this clause 6.2, you will not any refund of the Price subject to your Consumer Law Rights.
7. Australian Consumer Law
- 7.1. Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services by us to you which cannot be excluded, restricted or modified (Consumer Law Rights). To the extent that you maintain Consumer Law Rights at Law, nothing in these Terms excludes those Consumer Law Rights.
 - 7.2. Subject to your Consumer Law Rights, we provide all material, work and services (including the Services) to you without conditions or warranties of any kind, implied or

otherwise, whether in statute, at Law or on any other basis, except where expressly set out in these Terms.

7.3. Without limiting and subject to your Consumer Law Rights, any payments made by you to us for Services already performed are not refundable to you;

8. Limitation of Liability

8.1. Despite anything to the contrary but subject to your Consumer Law Rights, to the maximum extent permitted by Law:

8.1.1. neither Party will be liable for Consequential Loss;

8.1.2. a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss;

8.1.3. (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and

8.1.4. our aggregate liability for any Liability arising from or in connection with these Terms will be limited to the Appointment Fee paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

9. General

9.1. Disputes: A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

9.2. Notices: Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you booked the Appointment.

9.3. Privacy: We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

9.4. Force Majeure: Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided the Party seeking to rely on the benefit of this clause, as soon as reasonably practical, notified the other Party in writing about the Force Majeure Event and the extent to which it is unable to perform

its obligations and uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.

- 9.5. Feedback and complaints: We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- 9.6. Assignment: You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- 9.7. Amendment: We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Booking Site. Prior booking an Appointment, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any Appointment that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you booked the Appointment.
- 9.8. Governing law: These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

10. Definitions

- 10.1. Consequential Loss means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the Parties at the time they entered into these Terms as the probably results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data. The Parties agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss".
- 10.2. Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control.
- 10.3. Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

For any questions and notices, please contact us at:

Demi International Beauty Academy Pty Ltd (ACN 601 046 039), trading as Demi International

Phone: Please call (+61) 07 5301 9393 for all enquiries.