

Beauty Business Co. web site terms of use.

Terms of Use

Beauty Business Co.

Terms of Use

These Terms of Use apply to our websites, microsites, Social media sites, mobile versions of these websites, and mobile applications (the "Website") that expressly adopt and display or link to these Terms of Use, as may be revised from time to time, and that are owned, operated or controlled by Beauty Business Co. and its affiliates, if any, (collectively, "Beauty Business Co."). By accessing and using the Website, the user ("User") acknowledges and agrees to accept and be bound by these Terms of Use.

Content: All Website content, including, without limitation, all text, graphics, audio, video, music, icons, images, hyperlinks, displays, products, HTML code and scripts (collectively, the "Website Content"), and the collection, arrangement and assembly of the Website Content, is the property of Beauty Business Co. and its sponsors, distributors, or licensors. The User is granted no right, title or interest in or to the Website Content other than the limited license expressly set forth in these Terms and Conditions. The User may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, incorporate into a website or in any way exploit the Website Content, or any portion thereof, without the express written permission of Beauty Business Co.

Use of Website Content: The Website, including all Website Content, is provided as a resource for Users to learn more about Beauty Business Co. and its products and services. Subject to these Terms and Conditions, the User is hereby granted a non-exclusive, non-transferable, limited, revocable license to access and use the Website and the Website Content for the User's own purposes. All rights not expressly granted are reserved by Beauty Business Co. and its licensors. This limited license may be revoked at any time for any reason or no reason.

Trademarks: All rights regarding any trademarks, trade names, service marks, logos and/or trade dress (collectively, "Marks") contained in, or used in connection with, the Website are expressly reserved by Beauty Business Co. and its licensors. The Marks, and all associated logos or images, are registered and/or common law trademarks, and are protected by U.S. and international laws and treaties. No license with respect to the use of the Marks is granted to the User under these Terms of Use or by virtue of User's use of the Website. The Marks may not be copied, imitated or used, in whole or in part, without the prior written consent of Beauty Business Co. or the applicable rights holder.

Links: The Website may include links to third party websites not operated by Beauty Business Co. These links are provided for the User's convenience and in no way, signify any endorsement of any such websites or the content thereof. Access to any such linked site is at the User's own risk, and BEAUTY BUSINESS CO. will not have any liability arising out of or related to such sites and/or their content, or for any damages or loss caused or alleged to be caused by or in connection with any use of or reliance on any such content, or any goods or services, available on or through any such site.

User Information: Some functionality of the Website may require the transmission of information provided by the User ("User Information"). User Information may include, but is not limited to, a User's name, address, email address, telephone number, method of payment, credit card number, and billing information. The User agrees to keep the User Information provided to the Website current at all times and to promptly update such information in the Website to the extent of any change. By using such functionality, the User consents to the transmission of User Information to Beauty Business Co. and/or its agents and Beauty Business Co. and/or its agents to record, process, and store such User Information as necessary for the Website functionality and for the purposes described in the Privacy Policy located at <https://www.beautorium.com.au/pages/policy>, which is incorporated herein by reference.

Online Commerce: The Website may allow Users to make purchases from Beauty Business Co. or from other unrelated and/or unaffiliated merchants ("Merchants"). Where a User makes such a purchase via the Website, all information obtained by Beauty Business Co. from the User during such purchase, including User Information, may be collected by both Beauty Business Co. and other Merchants, if any, as well as the payment processing companies utilized for such purchases. A User's participation, correspondence or business dealings with a Merchant found on or through the Website, as well as all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to such purchase, are solely between the User and that Merchant. The User agrees that Beauty Business Co. is not responsible or liable for any loss, damage, refunds, or any other matter incurred as the result of such dealings with a Merchant. Payment processing companies and Merchants may have privacy and data collection practices that are different from those utilized by Beauty Business Co. Beauty Business Co. has no responsibility or liability for the independent policies of the payment processing companies and Merchants. In addition to being subject to these Terms and Conditions, certain User purchases may subject that User to additional terms and conditions of the payment processing company and/or the Merchant. For more information regarding a Merchant and its terms and conditions that may apply, visit that Merchant's website and click on its information links or contact the Merchant directly. The User hereby releases Beauty Business Co., its payment processing company, and Merchants from any damages incurred by the User. Moreover, the User agrees not to assert against Beauty Business Co., its payment processing company, or Merchants any claims arising from the User's purchase via the Website.

User Content: The Website may allow the User to upload photographs, videos or other content ("User Content"). The User shall be solely responsible for the User Content and the consequences of submitting and publishing the User Content via the Website and related Beauty Business Co. platforms. The User shall retain ownership of all User Content and hereby grants to Beauty Business Co. a non-exclusive, royalty-free, transferable, worldwide right and license to use, reproduce, modify, adapt, publish, translate, transmit, distribute and display the User Content via the Website and related Beauty Business Co. platforms and for Beauty Business Co.'s business purposes. The User also grants to the other users of the Website and related Beauty Business Co. platforms a non-exclusive license to access the User Content via the Website and related Beauty Business Co. platforms, and to use, reproduce, distribute and display such User Content as permitted through the functionality thereof and subject to these Terms and Conditions. The User Grants Beauty Business Co. the right to identify the User as the author of any such User Content by name, email address, or screen name, and the User acknowledges that Beauty Business Co. has the right, but is not obligated, to use any such User Content and that Beauty Business Co. may cease utilizing such User Content at any time for any reason. The User agrees not to submit, upload, or otherwise make available via the Website any content or materials (i) that are unlawful, threatening, abusive, harassing, defamatory, libelous, obscene, vulgar, profane, injurious to third parties, or which invade another person's privacy, further the commission or

concealment of a crime, or are otherwise objectionable; (ii) infringe the copyright or other intellectual property rights of a third party; or (iii) with respect to which the User does not have the rights necessary to transmit and publish such content or materials, or to grant Beauty Business Co. the license to use such content or materials as described herein. The User acknowledges that Beauty Business Co. has no obligation to monitor or screen User Content submitted to the Website, but that Beauty Business Co. shall have the right (but not the obligation) to reject, remove or delete any User Content that violates these Terms of Use or that is otherwise objectionable.

Third Party Content: The User understands and agrees that Beauty Business Co. does not control and is not responsible for any Content made available on the Website by other users. The User's use of, or reliance on, any information contained in such third-party Content is at the User's sole risk. Under no circumstances will Beauty Business Co. be liable for any such third-party Content or for any loss or damage resulting from the User's use of, or reliance on, such third-party Content.

Acceptable Use: The User's permitted use of the Website and Website Content is limited to the standard functionality of the Website. In no event may the Website be used in a manner that (i) is unlawful, fraudulent or deceptive, (ii) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any third party (including, without limitation, the rights of publicity or other proprietary rights), (iii) uses technology or other means not authorized by Beauty Business Co. to access Website Content, (iv) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment, (v) attempts to gain unauthorized access to Beauty Business Co.'s systems or user accounts, (vi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability, (vii) attempts to damage, disable or overburden Beauty Business Co.'s servers or networks, or (viii) fails to comply with applicable third party terms. The User must comply with all applicable third-party Terms of Use (e.g., wireless carrier terms of service) at all times while using the Website. Beauty Business Co. reserves the right, in its sole discretion, to terminate the license granted to the User hereunder and/or bring legal action against the User if the User engages in, or Beauty Business Co. reasonably believes the User has engaged in or is engaging in, use that violates these Terms and Conditions. Beauty Business Co.'s failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms and Conditions.

Eligibility; Jurisdiction: The User represents and warrants that (i) the User is at least 18 years of age and is fully competent and able to enter into these Terms of Use and to abide by the terms hereof; (ii) the User is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist support" country, and (iii) the User is not included on any U.S. Government list of prohibited or restricted parties. The Website is not intended for children under the age of 13. Beauty Business Co. provides the Website for use in Australia. Beauty Business Co. does not represent the Website is available or appropriate for use in other jurisdictions. Any access to or use of the Website from other jurisdictions is at the User's sole risk and the User is responsible for complying with all applicable local laws.

DISCLAIMERS: BEAUTY BUSINESS CO. AND ITS LICENSORS DO NOT WARRANT OR GUARANTEE THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE WEBSITE CONTENT OR REPRESENT THAT THE WEBSITE OR THE WEBSITE CONTENT IS ERROR-FREE OR CAPABLE OF OPERATING ON AN UNINTERRUPTED BASIS. THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY

DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

Limitation of Liability: **USE OF THE WEBSITE IS AT THE USER'S OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, BEAUTY BUSINESS CO. AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO: (I) USE OR MISUSE OF THE WEBSITE OR THE WEBSITE CONTENT; (II) INABILITY TO ACCESS OR USE THE WEBSITE OR THE WEBSITE CONTENT; (III) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION SUBMITTED VIA THE WEBSITE; (IV) ANY COMMUNICATIONS OR SERVICES PROVIDED BY, OR REQUESTED FROM, BEAUTY BUSINESS CO. VIA THE WEBSITE; OR (V) ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE RESULTING FROM ACCESS TO OR USE OF THE WEBSITE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BEAUTY BUSINESS CO. IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Indemnity: Upon request by Beauty Business Co., the User agrees to indemnify, defend and hold harmless Beauty Business Co. and its employees, contractors, officers, directors, and licensors from and against all claims, suits, demands, damages, liabilities, loss, cost, and expense (including reasonable attorneys' fees) that arise from: (i) the User's use or misuse of the Website; (ii) the User's violation of these Terms of Use; (iii) the User's violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that the User Content resulted in damage to a third party. Beauty Business Co. reserves the right, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with Beauty Business Co. in asserting any available defenses.

Changes to Website: At any time and without notice to the User, Beauty Business Co. may change or modify the Website, or any features or functions thereof, or may suspend or discontinue the Website, or stop supporting the Website, or any aspect thereof. Any such termination, change, suspension or discontinuance shall be without liability to the User.

Changes to Terms; Updates: Beauty Business Co. reserves the right to change these Terms of Use at any time, and in its sole discretion, by changing these Terms of Use within the Website. The User's continued use of the Website after any such changes to these Terms of Use are made available through the Website will constitute the User's acceptance of those changes. These Terms of Uses shall govern any updates to, or supplements or replacements for, the Website unless separate terms are provided in conjunction with such updates, supplements or replacements - in which case such separate terms will apply.

Governing Law: These Terms of Use are governed by the laws of the State of Queensland and applicable country laws of Australia, without giving effect to conflict of laws principles. The User irrevocably consents to the exclusive jurisdiction of Country and State courts situated in Brisbane, Queensland, AUSTRALIA for purposes of any legal action arising out of or related to these Terms of Use or use of the Website.

Agreement to Arbitrate: Any civil action, claim, dispute or proceeding arising out of or relating to access to or use of the Website will be resolved exclusively through final and binding arbitration, before a single arbitrator, rather than in court. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute arising out of access to or use of the Website, and to arbitrate any part of these

Terms, including any claim that all or any part of this section or these Terms is void or voidable.

The arbitration will be conducted by the **ACICA AUSTRALIAN CENTER FOR INTERNATIONAL COMMERCE ARBITRATION**

<https://acica.org.au/arbitration-rules/>

(the "ACICA") exclusively in Palm Beach County, Florida, under the ACICA'S rules and procedures, as modified by this section. The ACICA's rules are available at <https://acica.org.au/arbitration-rules/> A form for initiating arbitration proceedings is available on the ACICA's site at <https://acica.org.au>

You and we will select the arbitrator, and if you and we are unable to reach agreement on selection of the arbitrator within 30 days after the notice of arbitration is served, then the ACICA will select the arbitrator. Arbitration will not commence until the party requesting arbitration has deposited AUS. \$1,000 with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration will advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

The arbitrator will decide the substance of all claims exclusively in accordance with the laws of the State of Queensland, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will not be bound by rulings in prior arbitrations involving our other Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Judgment upon any award rendered by the arbitrator is final, binding and conclusive upon you and us and your and our respective administrators, executors, legal representatives, successors and assigns, and may only be entered in the state courts record for Brisbane, Queensland.

Prohibition of Class and Representative Actions and Non-Individualized Relief: EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

Digital Millennium Copyright Act: If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Beauty Business Co.'s DMCA Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

*A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

*Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

*Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

*Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

*A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

*A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

*You may direct copyright infringement notifications to Beauty Business Co.'s DMCA Agent at info@beautorium.com.au You acknowledge that if you fail to comply with all of the requirements detailed above, your DMCA notice may not be valid.

*If you believe that your content that was removed from the Website (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the DMCA Agent:

*Your physical or electronic signature;

*Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

*A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

*Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the court in Brisbane, Queensland and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

*If a counter-notice is received by the DMCA Agent, Beauty Business Co. may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed Content may be replaced, or access to it restored, after receipt of the counter-notice, at Beauty Business Co.'s sole discretion.

Contact: Any questions, complaints, or claims regarding the Website may be directed to:
info@beautybusinessco.com.au

Beauty Business Co Privacy Policy

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

We collect such Non-personal and Personal Information for the following purposes:

1. *To provide and operate the Services;*
2. *To provide our Users with ongoing customer assistance and technical support;*
3. *To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;*
4. *To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;*
5. *To comply with any applicable laws and regulations.*

Our company is hosted on the Wordpress platform. Wordpress provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wordpress data storage, databases and the general Wordpress applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wordpress and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

If you don't want us to process your data anymore, please contact us at info@beautybusinessco.com or send us mail to: 9 Teal Place Taigum QLD

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

Questions and your contact information

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at info@beautybusinessco.com or send us mail to: 9 Teal Place Taigum QLD 4018.