

## **User Agreement**

This Agreement was last modified on 18 December 2015.

This User Agreement describes the terms and conditions on which you are allowed to use our Website and our services.

In this User Agreement:

**Account** means the account you open when you register on the Website.

**Inactive Account** means a User Account that has not been logged into for a continuous 6 month period.

**Intellectual Property Rights** means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trade marks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

**Luxit, we, our or us** means Luxit Pty Limited ACN 607 392 843.

**Personal Services** means beauty, wellness or other personal care services (or any services similar to those services).

**Service Provider** means an independent provider of beauty, wellness and/or other personal care services.

**Website** means the websites operated by Luxit and available at: [www.luxit.me](http://www.luxit.me) and any related Luxit service, tool or application.

### **1. Overview**

By accessing and/or using the Website, you agree to the following terms with Luxit.

We may amend this User Agreement and any linked information from time to time by posting amended terms on the Website.

### **2. Scope**

Before using the Website, we recommend that you read the whole User Agreement and the Luxit Privacy Policy.

You must read and accept all of the terms in this User Agreement and the Luxit Privacy Policy. By accepting this User Agreement, you agree that this User Agreement will apply whenever you use the Website.

### **3. Eligibility**

You will not use the Website if you:

- a. are not able to form legally binding contracts; or
- b. are under the age of 18; or
- c. a person barred from receiving and rendering services under the laws of Australia; or
- d. are suspended from using the Website.

Subject to the applicable laws, a person over 15 but under 18 can use an adult's account with the permission of the account holder. However, the account holder is responsible for everything done with that account.

We may, at our absolute discretion, refuse to register a person as a User.

### **4. Using Luxit**

While using the Website, you will not:

- a. post content or items in inappropriate categories or areas on our websites and services;
- b. infringe any laws, third party rights or our policies;
- c. fail to deliver payment for Personal Services delivered to you;
- d. circumvent or manipulate our fee structure, the billing process, or fees owed to Luxit;
- e. post false, inaccurate, misleading, defamatory or offensive content (including personal information);
- f. take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Website);
- g. transfer your Luxit account (including feedback) and username to another party without our consent;
- h. distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- i. distribute viruses or any other technologies that may harm Luxit, the Website, or the interests or property of Service Providers and other Luxit users or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- j. download and aggregate listings from our website for display with listings from other websites without our express written permission, "frame", "mirror" or otherwise incorporate any part of the Website into any other website without our prior written authorisation;
- k. attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website;
- l. copy, modify or distribute rights or content from the Website or Luxit's copyrights and trademarks; or
- m. harvest or otherwise collect information about Service Producers or other Luxit users, including email addresses, without their consent.

## **5. Requests**

This Agreement shall give you the right to issue requests for the performance of on-demand Personal Services (**Requests**) by Service Providers at a location specified by you through the Website, for which you pay a fee (as described more fully in clause 7 below). Each request that you issue and is accepted by a Service Provider shall constitute a separate contractual engagement.

A Service Provider shall be entitled to accept, reject and select among the Requests received through the Service. However, if a Service Provider accepts a Request, following such acceptance, it must perform the Request in accordance with your specifications.

At the completion of the Request, you must pay Luxit the fee as set out in the schedule of Fees and Charges.

## **6. Cancellation**

You may cancel a Request at any time. However, the cancellation fee set out in the schedule of Fees and Charges applies.

## **7. Fees**

We charge fees for certain services. When you use a Personal Service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our schedule of Fees and Charges, which we may change from time to time and will update you by placing a revised schedule of Fees and Charges on our Website. We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the temporary promotional event or new service on the Websites.

Unless otherwise stated, all fees are quoted in Australian dollars.

## **8. Taxes**

You are responsible for paying any taxes, including any goods and services. These taxes will be added to fees billed to you, if applicable.

## **9. Feedback, Reputation And Reviews**

You acknowledge that you transfer copyright of the feedback, reputation and reviews you leave consisting of comments and a multidimensional rating (e.g. quality, communication etc.) together with a composite rating by us. You acknowledge that such feedback, reputation and reviews belong solely to us, notwithstanding that we permit you to use it on our Website while you remain a User. You must not use, or deal with, such feedback, reputation and reviews in any way inconsistent with our policies as posted on the Website from time to time without our prior written permission.

You may not do (or omit to do) anything that may undermine the integrity of the Luxit feedback system. We are entitled to suspend or terminate your Account at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating, where we believe our feedback system may be subverted.

Our feedback ratings belong to us and may not be used for any purpose other than facilitating the provision of Personal Services via the Website.

## **10. Advertising**

We may display sponsor advertisements and promotions on the Website. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by you as a result of the presence of such advertisements/ promotions in the Website or your subsequent dealings with the advertisers. Furthermore, you acknowledge and agree that content of sponsor advertisements or promotions is protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by Luxit or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

## **11. Inactive Accounts**

We reserve the right to close an Inactive Account.

## **12. Right To Refuse Service**

We may close, suspend or limit your access to your Account without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

- a. if we determine that you have breached, or are acting in breach of, this User Agreement;
- b. if you attempt to negotiate the actual price for the Personal Services privately, avoiding fees;
- c. if we determine that you have breached legal liabilities (actual or potential);
- d. if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
- e. to manage any risk of loss to us, a Service Provider, or any other person; or
- f. for other similar reasons.

If we close your Account due to your breach of this User Agreement, you may also become liable for certain fees as described in this User Agreement.

Without limiting our other remedies, to the extent you have breached this User Agreement, you must pay us all fees owed to us and reimburse us for all losses and costs (including any and all of our employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

If we close your Account for a reason other than as a result of your breach of this User Agreement, unless as otherwise specified in this User Agreement, you will be entitled to receive any payment due from us to you.

In the event that we close your Account, you will have no claim whatsoever against us in respect of any such suspension or termination of your Account.

### **13. Disputes With Service Providers**

You acknowledge and agree that, in the event that a dispute arises between you and a Service Provider, you will first attempt to resolve any differences that you have in relation to the Personal Services provided by that Service Provider, including in relation to the quality of the services provided.

If you continue to have any difficulties or problems in relation to a dispute with a Service Provider in relation to a project we encourage you to contact us.

You agree that any dispute arising between you and a Service Provider will be handled in accordance with this clause. Luxit will have full rights and powers to make a determination for all such disputes. Upon receipt of a dispute, Luxit shall have the right to request that you and the Service Provider provide documentation in support of their claim or position in relation to the dispute. You agree that Luxit has absolute discretion to accept or reject any document provided. You also acknowledge that Luxit is not a judicial or alternative dispute resolution institution and that we will make the determinations only as an ordinary reasonable person. In addition, we do not warrant that the documents provided by the parties to the dispute will be true, complete or correct and you agree to indemnify and (to the maximum extent permitted by law) hold Luxit and any of our affiliates harmless against any damages or liability you may suffer as a result of any documentation or material subsequently being found to be false or misleading.

### **14. Disputes With Us**

If a dispute arises between you and Luxit, our goal is to address your concerns and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution by using our customer support website or emailing us at [hello@luxit.me](mailto:hello@luxit.me).

For any claim, Luxit may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If Luxit elects arbitration, such arbitration will be initiated through an established alternative dispute resolution (ADR) provider, which is to be selected by you from a panel of ADR providers that Luxit will provide to you. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All claims you bring against Luxit must be resolved in accordance with the terms of this Agreement.

### **15. Release**

If you have a dispute with one or more Service Provider, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **16. Access And Interference**

You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission.

Additionally, you agree that you will not:

- a. take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
- b. interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Website or your Account, or assist any other person to do any of these things, or take any

action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

- c. copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the Website without the prior express written permission of Luxit and the appropriate third party, as applicable;
- d. interfere or attempt to interfere with the proper working of the Website, or any activities conducted on or with the Website; or
- e. bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

## **17. Closing Your Account**

You may close your Account at any time. The option is located in the Account Settings.

Account closure is subject to:

- a. resolving any outstanding matters (such as a suspension or restriction on your Account); and
- b. paying any outstanding fees owing on the Account.

## **18. Privacy**

We use your information as described in the Luxit Privacy Policy. If you object to your information being transferred or used in this way then you may not use the Luxit Services.

## **19. Indemnity**

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the Website and Luxit Services.

## **20. Security**

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Website and your Account and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

## **21. No Warranty**

The Website is a dynamic time-sensitive website. As such, information on the Website will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabelled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.

The Website and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind either express or implied.

Without limiting the foregoing, we make no representation or warranty about:

- a. the Website, Service Providers or the performance of the Personal Services;
- b. the accuracy, reliability, availability, veracity, timeliness or content of the Website;
- c. whether the Website will be up-to-date, uninterrupted, secure, error-free or non-misleading;
- d. whether defects in the Website will be corrected;
- e. whether the Website or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Website; or
- f. the Website or infrastructure on which it is based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.

## **22. Limitation Of Liability**

In no event shall we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

- a. any indirect, special, incidental or consequential damages that may be incurred by you;
- b. any loss of income, business or profits (whether direct or indirect) that may be incurred by you;
- c. any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Website.

The limitations on our liability to you above shall apply whether or not we, our related entities, our affiliates or staff have been advised of the possibility of such losses or damages arising.

Notwithstanding the above provisions, nothing in this User Agreement is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including those within the *Competition and Consumer Act 2010* (Cth) and relevant state fair trading legislation.

To the extent that we are able to limit the remedies available under this User Agreement, we expressly limit our liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion) to the supply of the Luxit Services again or the payment of the cost of having the Luxit Services supplied again.

## **23. Bar To Action**

We may plead this User Agreement in bar to any claim, action, proceeding or suit brought by you, against us for any matter arising out of any transaction or otherwise in respect of this User Agreement.

## **24. No Class Actions**

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, 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. In addition, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favour 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.

## **25. Notices**

Legal notices must be served on Luxit (in the case of Luxit) or to the email address you provide to Luxit during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

Any notices to Luxit must be given by registered ordinary post.

## **26. Law And Forum For Legal Disputes**

This Agreement will be governed in all respects by the laws of New South Wales, Australia. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and Luxit irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **27. Severability**

The provisions of this User Agreement are severable, and if any provision of this User Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by us to an associated entity at any time, or to a third party without your consent in the event of a sale or other transfer of some or all of our assets. In the event of any sale or transfer you will remain bound by this User Agreement.

## **28. Interpretation**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

## **29. No Waiver**

Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

## **30. Communications**

You consent to receive notices and information from us in respect of the Website and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.

## **31. General**

This Agreement contains the entire understanding and agreement between you and Luxit. The following Sections survive any termination of this Agreement: Fees, Release, No Warranty As To Content, Limitation Of Liability, Indemnity, Bar To Action, No Class Actions, and Disputes With Us.

## **32. Feedback**

If you have any questions about this User Agreement or if you wish to report breaches of this User Agreement, please contact us by emailing us at [hello@luxit.me](mailto:hello@luxit.me).