

Terms and conditions

Article 1 (Purpose)

The purpose of the following Terms and Conditions of Use('T&C') is to establish guidelines on rights, duties and responsibilities of cybermall Users utilizing the internet-related services (hereinafter referred to as the 'Services') provided by the BEAUTY TRENDS STUDIO PTY LTD cybermall (hereinafter referred to as the 'Mall') operated by BEAUTY TRENDS STUDIO PTY LTD (e-commerce and education providers).

Article 2 (Definition)

- ① 'Mall' refers to a virtual business site established by company to trade goods or services (hereinafter referred to as 'Goods and Services') using computers and information communication facilities to provide Goods and Services to Users. The term can also be defined as a company operating a cybermall.
- ② 'User' refers to a Member and Non-Member who has accessed the 'Mall' to use the services provided by the 'Mall' in accordance with this T&C.
- ③ 'Member' refers to a User who uses the services provided by the 'Mall' by subscribing for Membership.
- ④ 'Non-Member' refers to a User who uses the services provided by the 'Mall' without subscription.

Article 3 (Display, Explanation and Amendment of Terms and Conditions of Use)

- ① The 'Mall' shall, for easy recognition by Users, display the contents of this T&C, name of company and representative, business address(including an address handling customer complaints), phone number, email address, business license number, and the name of personal information manager on the main page of the 'Mall'. Only the content of this T&C can be displayed through a link page.
- ② Prior to User's final agreement to this T&C, the 'Mall' shall provide a separate link to obtain User's verification on the terms of cancellation rights, delivery responsibilities, refund conditions and other important details.
- ③ The 'Mall' shall specify the effective date and the reasons for amendment of the terms and have post on the initial screen for 7 days prior to effective date until the day before the effective date, if the amendment is modified to the User's disadvantage, then the 'Mall' shall grant at least 30 days of grace period for notice. In this case, the 'Mall' shall clarify the 'before and after' changes in an 'easy-to-understand' manner.
- ④ When the 'Mall' makes an amendment to the T&C, the modified T&C shall be applied only to contracts concluded after the effective date, whereas all contracts concluded before the effective date will remain under the provisions of the old T&C. However, if the User who has already signed the contract wishes to have the amendments administered, then the User may send his/her intent to the 'Mall' and acquire consent from the 'Mall' within the notice period stated in Clause ③ and it shall be applied accordingly.
- ⑤ Any information not specified and interpreted in this T&C shall be in accordance with the e-commerce Transaction Guidelines and Related Consumer Protection Acts provided by the Fair-Trade Commission and other applicable Consumer Protection Laws and Regulation of T&C Act.

Article 4 (Provision & Replacement of Service)

- ① The 'Mall' shall perform the following duties: 1. Provide information regarding Goods and Services and conclude purchasing contracts. 2. Deliver Goods and Services on purchase contract. 3. Other duties designated by the 'Mall.'
- ② The 'Mall' may replace Goods and Services provided in future T&C in the event that Goods and Services are sold out or technical specifications are revised. In this case, the 'Mall' shall immediately announce the replacement of Goods and Services and the date of application on the page where present Goods and Services are displayed.
- ③ In the event that Goods and Services are replaced because of a change in technical specifications or when Goods and Services are sold out, the 'Mall' shall immediately notify the cause of replacement to the addresses of the Users.
- ④ Following the previous Clause, the 'Mall' shall compensate for all damages caused. However, this shall not apply if the 'Mall' proves that such event is not caused by its intention or negligence.
- ⑤ For procedures and treatments received by all customers
If the 'Mall' proves that such event is not caused by its intention or negligence. Refunds are not possible for the received procedure.
- ⑥ For members enrolled in all hair extension training
For any reason, refunds are not allowed for the training courses received after paying each training fee.

Article 5 (Suspension of Service)

- ① The 'Mall' may temporarily suspend its services as a result of the following reasons: maintenance of computers and telecommunications equipment, replacement or damage repairs, and interruption of communication.

Article 6 (Membership)

- ① The User shall apply for Membership by expressing his/her intent to agree to this T&C after filling out the form designated by the 'Mall' with Member's personal information.
- ② The 'Mall' shall register all Users who apply for Membership in the manner stipulated in Clause ① unless the User is not engaged in one of the following issues:

1. After the applicant has lost Membership for reasons indicated in Article 7 Clause ③, the applicant may acquire approval to re-subscribe for Membership three years after the loss of Membership.
2. Entry of false information or omission in the registration form.
3. If deemed that registering the User would present technical difficulties to the 'Mall.'
- ③ Establishment of Membership becomes effective at the time that the Member receives the 'Mall's approval of Membership.
- ④ In due course of time, the Member shall update the 'Mall' with any changes to his/her account information through the methods of editing personal information.

Article 7 (Withdrawal from Membership & Loss of Eligibility)

- ① Members of the 'Mall' may request, at any time, to withdraw from Membership and the 'Mall' shall immediately process the request.
- ② The 'Mall' may limit or suspend Membership for the following reasons:
 1. Entry of false information or omission in the registration form.
 2. If the purchase payment of goods and other 'Mall' usage related liabilities have not been paid for before the appointed date.
 3. If Member interferes with others to use the 'Mall' or threatens the order of e-commerce (such as the illegal use of personal information).
 4. If Member uses the 'Mall' to act against public order and morals prohibited by the law and this 'T&C.'
- ③ The 'Mall' may forfeit Membership of the Member whose Membership was suspended or limited, if the same actions are repeated twice or more, or if the cause is not corrected within 30 days.
- ④ When the 'Mall' forfeits Membership, all information will be cancelled. Prior to cancellation, the 'Mall' shall notify the Member and give at least 30 days or more to grant an opportunity to explain the cause.

Article 8 (Notification to Members)

- ① Any notifications from the 'Mall' will be sent to the email address designated in advance by the Member during registration.
- ② In the event of sending notifications to unspecified Members, a display of notifications on the notice board on the website for 1 week or more may replace sending emails. However, the 'Mall' shall send individual notice to a Member in regards to matters which may have a significant influence in his/her transaction.

Article 9 (Application for Purchase)

- ① The User shall apply for purchase in the following or in a similar manner, and the 'Mall' shall provide the User with the following information in an 'easy-to-understand' manner to aid in his/her request for purchase.
 1. Search and select Goods and Services
 2. Enter name of recipient, address, phone number, email address (or mobile phone number)
 3. Confirm matter(s) in respect to the contents of this T&C, limited cancellation policies, delivery fees, and others
 4. Express agreement to this T&C and confirm or refuse the above Item 3 (ex. mouse click)
 5. Apply and confirm purchase of goods; Agree to allow confirmation of application from the 'Mall'
 6. Select payment method
- ② In case of an inevitable need (for the 'Mall') to disclose consign consumer's personal information to a third party, the 'Mall' shall obtain consumer's consent at the time of applying for purchase. This consent is not obtained in advance at the time of applying for Membership. At this time, the 'Mall' shall specify to the consumer the provisions of personal information that are being disclosed, information of the receiving party, purpose and intent of use and the duration of retention-use .

Article 10 (Conclusion of Contract)

- ① The 'Mall' may not accept request for purchase in Article 9 if it falls under one of the following items. In the event of concluding a contract with a minor, the 'Mall' shall notify that the failure to acquire agreement from a legal representative may cause cancellation of the contract by the minor him/herself or the legal representative.
 1. Entry of false information or omission in the registration form
 2. If deemed that accepting application for purchase may cause technical problems to the 'Mall'
- ② The contract is deemed to be concluded when the acceptance of the 'Mall' is delivered to the User in the form stipulated in Clause ① of Article 12.
- ③ The acceptance of the 'Mall' shall include confirmation on the User's request for purchase, availability of sales, and correction or cancellation of the request for purchase.

Article 11 (Payment Method)

The method of payment for Goods and Services purchased through the 'Mall' may be selected from the following items. The 'Mall' may not collect any additional fees regarding payment for Goods and Services.

- Card payment through debit card and credit card,

Article 12 (Notice of Receipt, Change and Cancellation of Application for Purchase)

- ① The 'Mall' shall send a notice of receipt to the User after receiving the User's application for purchase.
- ② In the case of a discord between the User's intent and the received notice, the User may change or cancel the application for purchase immediately after receipt. If the request for change or cancellation is made prior to delivery, the 'Mall' shall process the request accordingly without any delay. In the event that payment has already been made, User shall follow the guidelines detailed in Article 15 - Cancellation of Purchase.

Article 13 (Provision of Goods and Services)

- ① Unless otherwise specified, the 'Mall' shall take necessary measures such as customizing production and packaging and deliver Goods and Services within 7 days from the date of purchase. However, if the 'Mall' has already received payment in whole or in part, then delivery shall be processed within 3 business days from the date of receipt. In such instances, the 'Mall' shall take necessary measures to inform the User on procedures of provision and delivery status of Goods and Services.
- ② The 'Mall' shall specify delivery method, payer, and delivery time for each delivery method for the Goods and Services purchased by the User.

Article 14 (Refund)

In the event that the Goods and Services are sold-out or unavailable and cannot be provided or delivered to a User who applied for purchase, the 'Mall' shall notify the User without any delay, and if payment for Goods and Services has already been made in advance, the 'Mall' shall take necessary measures or refund payment within 3 business days from the date of receipt.

Article 15 (Cancellation of Purchase)

- ① The User who purchased Goods and Services may cancel purchase within 7 days from the date on which the User received a written contract (if the written contract is received later than the supply of Goods and Services, then the receipt date is set on the date when User received the Goods and Services or when Goods and Services have been supplied).
- ② The User may not return Goods and Services in the event of one of the following reasons:
 1. Delivered Goods lost or damaged at the fault of the User (however, cancellation of purchase may be acceptable if packaging was damaged in the process of checking content)
 2. Significant decrease in value of Goods and Services due to partial use or consumption by the User
 3. Not available for resale due to a significant decrease in value of Goods and Services from lapse of time
 4. The Goods may be replaced by Goods showing the same performance, but packaging of the original is damaged

Article 16 (Effect of Cancellation of Purchase)

- ① In the event of a return of Goods from a User, the 'Mall' shall refund payment of Goods within 3 business days.
- ② In regards to the above-mentioned case, if the User made payment of Goods with credit card, the 'Mall' shall immediately request the business who provided such payment method to suspend or cancel payment.
- ③ In the event of any cancellation of purchase, the User shall bear the costs arising from returning the Goods. On the account of the User's cancellation of purchase, the 'Mall' shall not claim charge for cancellation or compensation for damage. However, in the event of a cancellation of purchase caused by a discord in the contents of Goods and the advertisement or the provision of contract, the 'Mall' shall bear the costs of returning the Goods.
- ④ If the User bore the delivery fees when he/she received the Goods, the 'Mall' shall specify and make noticeable as to who would bear the delivery fees upon cancellation of purchase.

Article 17 (Protection of Personal Information)

- ① The 'Mall' collects a minimum amount of information necessary to provide the services.
- ② At the time of applying for Membership, the 'Mall' shall not collect information needed for the performance of purchase contract in advance. But, in the case where personal identification is required before the performance of a purchase contract, a minimum amount of specified personal information is collected for the fulfilment of obligation in regards to relevant laws and legislation.
- ③ The 'Mall' shall obtain consent from User to collect-use personal information by notifying User with the aim/purpose of collection-use.
- ④ The 'Mall' shall not use the personal information outside their intended purpose. In the event of an uprising of a new use or when disclosing to third parties, the 'Mall' shall notify the purpose of use and obtain consent from User during the stage of use disclosure. But, there are exceptions for cases regulated in the relevant laws and legislations.
- ⑤ In the event that the 'Mall' is required to acquire the approval of User by Clause ② and ③, the 'Mall' shall specify its personal information manager (affiliation, name, phone number, other contact information), purpose of collection and use of information, information about Third Party (recipient, purpose of provision and the information to be provided. The User may at any time cancel his/her approval.
- ⑥ User may, at any time, request for confirmation and correction of error in their personal information possessed by the 'Mall,' and the 'Mall' shall be responsible for taking any necessary measures without any delay. In the event that a User requests for the correction of an error, the 'Mall' shall not use the applicable personal information until error is corrected.
- ⑦ For protection of personal information, the 'Mall' shall limit the number of persons handling personal information to a minimum, and shall be responsible for any damages caused by loss, theft, leakage, falsification, and disclosure of personal information including credit card and bank account information to third parties without consent of the User.
- ⑧ The 'Mall' or any Third Parties who received personal information from the 'Mall,' shall without any delay destroy all personal information once the purpose of collection has been achieved.

⑨ The 'Mall' shall not have the agreement form regarding the collection·use·disclosure of personal information set to be filled out in advance. The 'Mall' must specify services that will be restricted if User does not agree to the collection·use·disclosure of personal information, and the 'Mall' shall not limit services or refuse to accept Membership applications on the basis of User's refusal to agree to collecting·using·disclosing of personal information that do not include the collection of compulsory information.

Article 18 (Obligations of the 'Mall')

- ① The 'Mall' shall not take any actions against public policy or actions restricted by the law and this T&C. The 'Mall' shall put its best efforts in providing Goods and Services on a stable basis in accordance with the provisions in this T&C.
- ② The 'Mall' shall not send any profit-making emails which are not wanted by Users.

Article 19 (Obligations for ID & Password of Member)

- ① Member shall be responsible for the management of his/her ID and password, except for the case in Article 17.
- ② Member shall not allow any Third Party to use his/her ID and password.
- ③ When a Member recognizes that his/her ID and/or password is stolen or is being used by a Third Party, the Member shall immediately notify the 'Mall', and follow the instructions of the 'Mall.'

Article 20 (Obligations of User) Users shall avoid the following actions:

1. Register false information at the time application or revision of information
2. Use others' personal information
3. Change information displayed on the 'Mall'
4. Remit or display information (computer program and others) other than the information put on by the 'Mall'
5. Infringe copyright or intellectual property rights of the 'Mall' or the Third Party
6. Take any action that harms the reputation and interrupts the operation of the 'Mall' or a Third Party
7. Disclose or display any information containing indecent or violent message, video, voice, and other information going against good public order and morals.

Article 21 (Relationship between Linking Mall & Linked Mall)

- ① In the event that the main mall and the sub-mall are linked with a hyperlink (ex. the subject of hyperlink includes text, image and video), the former is called as the Linking Mall (Website) and the latter is called as the Linked Mall (Website).
- ② If the Linking Mall specifies and notifies the fact that it is not responsible for any transaction with the User for any Goods and Services independently provided by the Linked Mall on the initial page of the website of the Linking Mall or a pop-up window, then the Linking Mall is not responsible for such transaction.

Article 22 (Copyright & Limitation of Use)

- ① The copyright and other intellectual property rights for the works produced by the 'Mall' shall belong to the 'Mall.'
- ② The User may not use or cause any Third Party to use information with intellectual property rights belonging to the 'Mall' for reproduction, transmission, publishing, distribution, broadcasting or other profit-making use without prior consent of the 'Mall.'
- ③ The 'Mall' shall notify the User when using the copyright belonging to the applicable User in accordance with mutual T&C.

Article 23 (Resolution of Dispute)

- ① The 'Mall' shall apply and reflect the opinion or complaint made by User.
- ② The 'Mall' shall give priority to any opinion or complaint made by User(s). However, in the event that it may not be able to promptly deal with the matter, the 'Mall' shall notify the User with the cause and the final settlement schedule.

Article 24 (Jurisdiction & Governing Law)

- ① Any and all e-commerce-related lawsuits between the 'Mall' and a User shall be governed by the law of Australia.

Article 25 (Booking Online Policy)

Your appointments and well-being are very important to us. We understand that sometimes, unexpected delays can occur, making schedule adjustments. If you need to cancel your appointment, we respectfully request at least [48 hours in advance] notice.

Any cancellation or reschedule made less than [48 hours] will result in a cancellation fee.

We will do our very best to reschedule your service for another time that is convenient to you. We require a credit card to hold your appointment.

Cancellation fees will be charged to your card on file. In the event of a true, unavoidable emergency, all or part of your cancellation fee may be applied to future services.

Article 26 (Hair Extension Retouch-up Period)

It is recommended that you receive a retouch-up service on the day of two months from the date of your hair extension.

Our specialist provides sufficient explanation and guidance to the customer receiving the service.

Depending on the condition of hair and scalp health, it can be 6 weeks or 2 months. If payment is made after receiving the service, you agree to all of these instructions.

Beauty Trends Studio Pty Ltd is not responsible for services to damaged hair due to failure to comply with these guidelines.