



# User Agreement.

Welcome to Purely Polished, an online beauty and wellness marketplace located at [www.purelypolished.com.au](http://www.purelypolished.com.au) and operated by Purely Polished Pty Ltd ACN 631 401 806 (we, our, us or Purely Polished).

Purely Polished provides the Platform to allow Users to connect to Beauty and Wellness Professionals who provide on-demand, mobile beauty and wellness services.

All defined terms in this agreement have been given the meaning specified in the Definitions. Please read these Terms carefully before using the Platform. By accessing and/or using our Platform, you agree to these Terms.

## 1. Purely Polished Services

- a. Purely Polished provides the Platform to enable you to connect with, and engage, Beauty and Wellness Professionals to provide the Services.
- b. You use the Platform to make a Service Request by selecting a Service you want performed by a Beauty and Wellness Professional at a time and location specified by you for the Agreed Price.
- c. Upon receiving the Service Request from you, Purely Polished will allocate the Service Request to an available Beauty and Wellness Professional. A Beauty and Wellness Professional may accept or reject a Service Request received through the Platform.
- d. Upon acceptance of the Service Request by a Beauty and Wellness Professional, a contract is created between you and the Beauty and Wellness Professional for the Services.
- e. Purely Polished will notify you that the Service Request has been accepted and confirm the booking with the Beauty and Wellness Professional.
- f. Once the Beauty and Wellness Professional has accepted the Service Request, Purely Polished will debit your credit card for the Agreed Price and hold the Agreed Price in the Payment Account until the Services have been completed.
- g. Once the Services have been completed and you confirm the Services are completed, or if Purely Polished is satisfied the Services have been completed, the Beauty and Wellness Professional Funds will be released by Purely Polished from the Payment Account to the Beauty and Wellness Professional and Purely Polished will retain its Service Fee.
- h. Each Service Request that you issue and is accepted by a Beauty and Wellness Professional shall constitute a separate contractual engagement between you and the Beauty and Wellness Professional.

## 2. Purely Polished's Role and Obligations.

- a. Purely Polished provides the Platform only, which enables you to connect with, and engage, Beauty and Wellness Professionals to provide the Services. The Services are provided by Beauty and Wellness Professionals, not Purely Polished.
- b. At its absolute discretion, Purely Polished may refuse to allow any person to use the Platform or cancel, suspend or modify any Service Request, including if Purely Polished reasonably believes that your conduct is detrimental to the operation of the Platform.
- c. Purely Polished accepts no liability for any aspect of your interaction with a Beauty and Wellness Professional, including but not limited to the description, performance, quality or delivery of any Services.
- d. To the extent permitted by law, Purely Polished specifically disclaims any implied warranties in relation to the Services.
- e. Purely Polished has no obligation to assist or involve itself in any dispute between you and a Beauty and Wellness Professional, although it may do so at its discretion to improve User experience.

## 3. Cancellation.

You may cancel a Service Request in accordance with our cancellation policy outlined on our FAQ webpage, which may be updated from time to time.

#### 4. Fees and payments

- a. If you submit a Service Request, you agree to pay the Agreed Price into the Payment Account by way of credit card payment.
- b. Purely Polished charges certain fees for allocating a Service Request to a Beauty and Wellness Professional, such fees which are incorporated into the Agreed Price.
- c. By providing your credit card details and associated payment information, you agree that Purely Polished is authorised to immediately debit all fees and charges due and payable to Purely Polished or the Beauty and Wellness Professional from your nominated credit card and that no additional notice or consent is required.
- d. We may change the pricing for the Services from time to time at our sole discretion by updating the price list included on the Site, provided that any changes will not affect any Services ordered prior to the change.

#### 5. Your responsibilities

- a. As the recipient of the Services, you agree to:
  - i. comply with all reasonable requirements of the Beauty and Wellness Professional;
  - ii. offer a safe, clean, suitable and reasonably comfortable space for the Beauty and Wellness Professional to provide the Services;
  - iii. provide a workspace that has access to bathroom facilities and is in close proximity to an electrical outlet and a sink;
  - iv. refrain from, and cause other individuals present to refrain from, any speech, conduct or personal displays that a reasonable person would find offensive, intimidating, hostile, harassing, indecent or abusive while the Beauty and Wellness Professional is present;
  - v. if you have pets, confine your pets to a room where the Beauty and Wellness Professional will not be working; and
  - vi. comply with Purely Polished's COVID-19 Policy as updated from time to time.

**5. Your responsibilities continued**

- b. Beauty and Wellness Professionals reserve the right to terminate or refuse to provide their Services at any time in the event you do not fulfill your responsibilities as set forth in this agreement or if the Beauty and Wellness Professional feels unsafe or uncomfortable with their work environment for any reason.
- c. You understand, acknowledge and agree that Beauty and Wellness Professionals are not employees, agents or contractors of Purely Polished but are independent sole traders who operate a business separate and distinct from Purely Polished.

**6. User content**

- a. You agree that where you refer to, or identify, Purely Polished or the Beauty and Wellness Professional in the content, we may use the User Content, including for promotional purposes and publishing it on the Site or on Purely Polished's social media pages.
- b. You grant us an irrevocable, nonexclusive, royalty-free and fully paid worldwide licence to reproduce, distribute and publicly display your User Content or any part thereof.
- c. If you provide any feedback or testimonials regarding the Services, you agree we may publish such feedback on the Site, our social media pages or use in any other manner we deem appropriate.

**7. No warranty**

- a. Except for liability in relation to a breach of any Non-excludable Condition and to the maximum extent permitted by law, we make no representations or warranties about our Site, the Beauty and Wellness Professionals or the Services, including (without limitation):
  - i. the performance, quality or suitability of the Services;
  - ii. that content on the Site is complete, accurate, reliable, up-to-date and suitable for any particular purpose;
  - iii. access to the Platform will be uninterrupted, error-free or free from viruses; or
  - iv. our Site will be secure.

## 8. Limitation of liability

- a. To the maximum extent permitted by law:
  - i. you release us (including our officers, employees, advisors, contractors and agents) from all claims, demands and damages of any kind arising out of or in connection with a Beauty and Wellness Professional or the Services; and
  - ii. we are not responsible for any Liability suffered by you or any third party, arising from or in connection with your use of the Platform or the Services.
- b. Except for liability in relation to a breach of any Non-excludable Condition, Purely Polished's liability to you is limited to the price of your last Service.
- c. Purely Polished's liability to you for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

## 9. Indemnity

- a. To the fullest extent permitted by law, you must indemnify and hold us (including our officers, employees and agents) harmless from any claim or demand made by any third party or Beauty and Wellness Professional due to or arising out of your:
  - ii. use of the Platform;
  - iii. use of the Services in an unauthorised manner;
  - iv. User Content;
  - v. breach of this agreement;
  - vi. breach of applicable laws and regulations.
- b. This indemnity is a continuing obligation, independent from the other obligations under these terms, and continues after these terms end.

## 10. Complaints

- a. Purely Polished encourages you to try and resolve any dispute (including claims for refunds) with the Beauty and Wellness Professional directly.
- b. Purely Polished may elect to assist you and Beauty and Wellness Professionals resolve disputes. You may refer a dispute to Purely Polished. You must co-operate with any investigation undertaken by Purely Polished.
- c. Purely Polished reserves the right to make a final determination (acting reasonably) based on the information supplied by you and the Beauty and Wellness Professional.
- d. If you have a complaint about the Site, Platform or Purely Polished Services please contact us by emailing [hello@purelypolished.com.au](mailto:hello@purelypolished.com.au).

## 11. Third party sites

Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

## 12. Discontinuance

We may exclude any person from using the Platform, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## 13. Force Majeure

- a. If circumstances beyond Purely Polished's control prevent or hinder the provision of the Services, Purely Polished and the Beauty Professionals are free from any obligation to provide the Services while those circumstances continue.
- b. Circumstances beyond Purely Polished's control include, but are not limited to, lockdowns caused by COVID-19, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

#### 14. Termination

This Agreement is effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by this Agreement and limitations of liability set out in these terms will survive.

#### 15. Variation

We may, at any time and at our discretion, vary the terms of this agreement by publishing the varied terms on the Platform. We recommend you check the Platform regularly to ensure you are aware of our current terms. The content on this Platform is subject to change without notice. We do not undertake to keep the Platform up-to-date and we are not liable if any content is inaccurate or out-of-date.

#### 16. Severance

If any provision (or part of it) of these terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If any term of this agreement cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from this agreement and the remaining provisions (and remaining part of the provision) of the agreement are valid and enforceable.

#### 17. Waiver of Rights

- a. Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to this agreement does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right.
- b. A Party is not liable to any other Party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.

## 18. Entire agreement and understanding

In respect of the subject matter of this agreement:

- a. this Agreement contains the entire understanding between the Parties;
- b. all previous oral and written communications, representations, warranties or commitments are superseded by this agreement and do not affect the interpretation or meaning of this agreement;
- c. each of the Parties has relied entirely on its own enquiries before entering into this agreement.

## 19. Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.

## 20. Interpretation

In this agreement, unless the context otherwise requires:

- a. words in the singular include the plural and vice versa;
- b. headings are for convenience and do not affect the interpretation of this agreement;
- c. any gender includes the other gender;
- d. a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure, as the case may be, of this agreement;
- e. if any act which must be done under this agreement is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day;
- f. a reference to any legislation includes subordinate legislation and all amendments, consolidations or replacements from time to time;
- g. if a word or phrase is defined in this agreement then any other grammatical form of the word or phrase shall have a corresponding meaning;

## 20. Entire agreement and understanding (continued)

- h. a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity;
- i. "includes" and similar words mean includes without limitation;
- j. no clause of this agreement shall be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- k. a reference to a Party includes the Party's legal personal representatives, successors, assigns and persons substituted by novation;
- l. a reference to this or any other agreement includes the agreement, all schedules and annexures as novated, amended or replaced and despite any change in the identity of the parties;
- m. a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- n. a reference to time is to local time in New South Wales; and
- o. a reference to "\$" or "dollars" refers to the currency of Australia from time to time.

## 21. Definitions and interpretation

In this Agreement:

Agreed Price means the price for the relevant Service as listed in the price list on our Site at the time the Service Request is made.

COVID-19 Policy means Purely Polished's policy in response to the COVID-19 outbreak, which is published on the Site and updated from time to time.

Dispute means any dispute arising from, or in connection with, these Terms or the use of the Site or Platform.

Liability means loss, damage or expense, however arising, whether direct or indirect and/or whether present, unascertained, future or contingent.

Non-excludable Condition means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene a law or cause any part of the contract to be void.

## 21. Definitions and interpretation (continued)

Payment Account means the Purely Polished bank account into which the Agreed Price is paid on behalf of the Beauty and Wellness Professional.

Platform means the online platform operated by Purely Polished available through the Site which connects Users with Beauty and Wellness Professionals to provide the Services.

Purely Polished Services means the services provided by Purely Polished, namely providing the Platform to allow Users to connect to Beauty and Wellness Professionals who provide the Services.

Services means the mobile beauty and wellness treatments and services provided by the Beauty and Wellness Professional to the User at the address specified by the User.

Beauty and Wellness Professional means an independent provider of mobile beauty and wellness services.

Beauty and Wellness Professional Funds means the Agreed Price less the fee charged by Purely Polished for providing the Purely Polished Services as agreed with the Beauty and Wellness Professional.

Service Request means a request made by a User through the Platform for a Service to be provided by a Beauty and Wellness Professional at a date, time and location specified by the User.

Site means the Purely Polished website available at [www.purelypolished.com.au](http://www.purelypolished.com.au) and any associated websites or apps operated by Purely Polished and includes the Platform.

Terms means these Terms of Use.

Users means the customers who use the Platform to book a Beauty and Wellness Professional to provide the Services (also referred to as "you").

User Content means any content that a User posts on social media sites or other websites, including blogs, testimonials and review websites.

For any questions and notices, please contact us at [hello@purelypolished.com.au](mailto:hello@purelypolished.com.au)

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Questions? Get in touch!

02 7908 5368  
hello@purelypolished.com.au

[www.purelypolished.com.au](http://www.purelypolished.com.au)  
@purelypolishedau  
@purelypolishedaustralia

