WEBSITE TERMS AND CONDITIONS

1. About the Website

(a) Welcome to https://beamove.com.au/ (**Website**). The Website operates as an online marketplace platform through which:

(i) independent beauty service providers (**Providers**); and

(ii) individuals or businesses seeking to receive beauty services (**Receivers**),

may submit booking requests, be matched with suitable Providers, process payments, and manage bookings in connection with beauty and related personal services (**Platform Services**).

(b) The Website enables BEAMOVE PTY LTD (ABN 58 696 620 309) (**Beamove**) to facilitate the administrative and technical aspects of bookings, including displaying service information and pricing, coordinating bookings, processing payments, and applying applicable platform policies. Beamove does not itself provide beauty or personal services, and all beauty services booked through the Website are provided by independent Providers.

2. Acceptance of the Terms

You accept the Terms by registering for the Platform Services and/or making any payment as required under the Terms for use of the Platform Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by Beamove in the user interface. If you do not agree with the Terms, you must cease usage of the Website, or any of its products or Platform Services, immediately.

3. Platform Role

(a) Beamove operates an online platform through which customers may submit booking requests for beauty and related personal services, be matched with suitable independent service providers, make payments, and manage bookings (**Platform**).

(b) Beamove does not itself provide beauty or personal services. All services booked through the Platform are supplied by the independent contractor, as defined in these Terms as the “Provider”. Beamove is not a party to any contract between Receivers and Providers.

(c) Each Provider operates as an independent contractor and not as an employee, partner, or agent of Beamove, except to the limited extent expressly stated below.

(d) For the limited purpose of arranging and administering bookings through the Platform, collecting and processing payments, and applying Beamove’s pricing, cancellation, refund,

and operational policies, each Provider appoints Beamove as its limited and disclosed agent.

(e) Beamove does not control, supervise, or direct the manner in which Providers perform services and does not guarantee the performance, safety, legality, suitability, or quality of services provided. Beamove may, however, monitor platform activity, collect customer feedback, and apply platform standards and policies, including suspending or removing Providers' access to the Platform where appropriate.

4. The Services

(a) In order to access the Platform Services, both the Receiver and the Provider are required to register for an account through the Website (**Account**).

(b) As part of the registration process, or as part of your continued use of the Platform Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to:

(i) email address,

(ii) preferred username,

(iii) mailing address,

(iv) telephone number,

(v) password,

(vi) entity name, and

(vii) Australia Business Number (ABN).

(c) You warrant that any information you give to Beamove in the course of completing the registration process will always be accurate, correct and up to date.

(d) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.

(e) You may not use the Platform Services and may not accept the Terms if:

(i) you are not of legal age (18+) to form a binding contract with Beamove, or

(ii) you are a person barred from receiving the Platform Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Platform Services.

5. Using the Website as the Receiver

5.1. Account Registration and Approval

(a) To access and use the Beamove platform, you must create an account on the Beamove Website.

(b) Business account is required to provide business information, including but not limited to entity name, ABN, business address, and contact person details.

(c) Personal account must provides accurate personal information, including but not limited to name, contact number, and email address.

(d) Beamove reviews business account and may require up to 1–2 business days to approve before bookings can be made.

5.2. Browse and Select Beauty Services

(a) You may browse and select available beauty services, including:

(i) The base services, such as:

- makeup applications, and
- hairstyling services.

(ii) The extra services, such as:

- early morning callout fee;
- urgent callout fee;
- stair fee;
- parking fee, and
- other add-on beauty services requested by you.

(b) Beamove provides on-site and in-transit beauty services. In-transit beauty services are only available for approved business accounts.

(c) Each listing includes the service type, duration, price, and service details.

5.3. Book a Beauty Service

(a) To make and finalise a booking, you must select or provide:

(i) service recipient details;

(ii) contact number;

(iii) service type;

(iv) appointment date and time;

(v) service location (residential address, hotel name, event venue, or departure point);

(vi) number of clients or guests to be styled;

(vii) any preferences for the assigned provider (e.g., gender and language);

(viii) any preferences for the beauty style;

(ix) any specific requests or notes for the provider; and

(x) payment details.

(b) Once submitted, Beamove confirms the details and matches the request with available qualified providers.

(c) Beamove may apply additional charges to your booking where applicable, including (without limitation) early-morning callout fees, urgent callout fees, parking fees and stairs fees.

(d) Receivers holding a personal account are permitted to book beauty services only through the Personal Services page.

(e) Receivers holding a business account may book beauty services through both the Personal Services page and the Business Services page. Business pricing is available exclusively for bookings made through the Business Services page.

5.4. Booking Confirmation

(a) When a Provider accepts the booking, Beamove sends confirmation notices to you, including but not limited to:

(i) service date, time, and the duration;

(ii) service summary;

(iii) provider details; and

(iv) price details.

(b) You can view and manage bookings from your online account.

5.5. Payment and Fees

(a) When you make a booking through the Platform, you agree to pay the total amount displayed at checkout for the selected services (**Service Fees**). Service Fees may comprise:

(i) the base service fee for the selected service type (**Base Service Fee**); and

(ii) any extra charges disclosed prior to booking, including but not limited to early-morning call-out fees, urgent call-out fees, parking fees, stairs fess, or approved add-on services (**Extra Charges**).

(b) Payments for the Service Fees must be made through the Platform using the available payment methods. Beamove uses a third-party payment processor, Stripe, to collect and process payments securely.

(c) The Base Service Fee will be processed upon acceptance of your booking by a Provider. Any applicable Extra Charges will be processed immediately at the time the order is placed.

(d) You authorise Beamove, acting as the disclosed agent of the Provider, to collect Service Fees from you on behalf of the Provider and to apply Beamove's applicable pricing, reschduling, cancellation, and refund policies.

(e) In using the Website, the Platform Services or when making any payment in relation to your use of the Platform Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.

(f) A payment tax invoice will be issued to you at the time your payment details is confirmed through the Platform. A payment receipt will be issued to you at the time your payment is successfully processed through the Platform. The timing of any

subsequent release of funds to Beamove or the Provider does not affect your payment obligations or the issuance of your receipt.

(g) You must not make payments for the Service Fees to Providers outside the Platform unless expressly permitted by Beamove. Beamove is not responsible for any payments made outside the Platform.

5.6. Service Delivery

(a) On the confirmed date and time, the assigned Provider will attend the specified location to perform the booked beauty services.

(b) You must ensure that the service location is suitable for the provision of beauty services, including being clean, adequately lit, and safe.

(c) The Provider may contact you up to thirty-six (36) hours prior to the scheduled commencement time of the booking for the purpose of clarifying service details, confirming access arrangements, or addressing any reasonable questions relating to your booking request.

(d) For in-transit bookings or group bookings, you are responsible for coordinating access, timing, and any relevant logistical details directly with the Provider.

5.7. After the Service

(a) After the service, you may rate and review their experience to help maintain Beamove's quality standards.

(b) Beamove may follow up to ensure satisfaction and maintain service consistency across all bookings.

6. Using the Website as the Provider

6.1. Registration and Eligibility

(a) To offer beauty services through the Beamove Website, you must complete the online registration process and provide accurate, current, and complete information, including identity verification, professional qualifications, and any required licenses, certifications, or insurance.

(b) All applications are subject to Beamove's review and approval. Beamove reserves the right to accept or reject your registration at its sole discretion.

6.2. Profile and Service Listings

(a) Once approved, Beamove will create a professional profile for you on the Website and list your available beauty services, including makeup and hairstyling offerings, pricing, and service details.

(b) You are not permitted to modify you profile or service listings directly. Any updates or changes must be submitted to Beamove in writing, and Beamove will make the necessary updates on your behalf.

6.3. Service Locations

(a) Beamove operates as a mobile beauty platform connecting you with two main types of receivers:

(i) Business customers, who engage Beamove to arrange in-transit or on-site beauty services for their guests.

(ii) Personal customers, who makes direct bookings for on-site beauty services.

(b) You acknowledge that:

(i) In-transit beauty services may be performed on travel buses, business vans, or cruise vessels, as requested by business customers;

(ii) On-site beauty services requested by business customers are limited to hotel locations or event venues;

(iii) On-site services requested by Beamove's personal customers includes but not limited to private residence address or event venues; and

(iv) You must comply with all location-specific requirements, safety standards, and venue policies.

6.4. Receiving and Accepting Bookings

(a) You will receive booking notifications through the Website or Beamove’s partner system (e.g., Google Chat). Each booking will include key details such as service date and time, location, receiver type (business or personal), guests details, and requested service types.

(b) You must confirm or decline each booking within the specified response timeframe. Failure to respond within that timeframe may result in the booking being withdrawn or reassigned by Beamove.

(c) After accepting a booking, you may contact the Receiver up to thirty-six (36) hours prior to the scheduled commencement time of the booking solely for the purpose of clarifying the Receiver’s service requirements, confirming logistical details, or addressing reasonable questions directly related to the booking request.

(d) You must not contact the Receiver outside this timeframe, or for any purpose unrelated to the accepted booking, including solicitation, marketing, or promotion of services outside the Platform.

6.5. Service Delivery Standards

You agree to:

(a) arrive at the designated location on time, prepared with all necessary tools, products, and equipment;

(b) deliver beauty services professionally, safely, and to industry standards, ensuring customer satisfaction;

(c) maintain hygiene and comply with all relevant health and safety regulations; and

(d) respect the confidentiality and privacy of customers.

6.6. Payment and Fees

(a) Beamove operates the Platform to facilitate bookings, payment processing, and administration. Beamove does not purchase services from you and does not employ you.

(b) You appoint Beamove as your limited and disclosed agent to collect Service Fees from Customers on your behalf through the Platform and to apply Beamove's pricing, cancellation, refund, and operational policies.

(c) Beamove is entitled to retain a portion of the Service Fees as consideration for providing the Platform, booking administration, payment processing, customer support, and related services (**Platform Service Fee**). The applicable percentages or calculation methods are set out in your Contractor Agreement or applicable Operational Policies.

(d) Subject to the Contractor Agreement and any permitted deductions (including refunds, cancellations, chargebacks, or set-off), Beamove will remit your share of the Service Fees to you within the applicable payout timeframe using Beamove's nominated payment processor.

(e) In using the Website, the Platform Services or when receiving any payment in relation to your use of the Platform Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.

(f) You are solely responsible for determining and complying with your own taxation obligations, including GST registration and reporting. Beamove does not provide tax advice.

(g) Beamove does not guarantee any minimum number of bookings or level of income. Earnings depend on completed bookings and are subject to applicable policies and deductions.

6.7. Professional Conduct

(a) You must delivery beauty services that meet Beamove Service Delivery Standards as described in Clause 6.5.

(b) You must follow Beamove's rescheduling, cancellation, no-shows, and refund policies as detailed in Clause 7.

(c) Repeated schedule conflicts, cancellations, no-shows, or unprofessional behaviours may result in account suspension or permanent removal from the Website.

6.8. Reviews and Feedback

(a) After each completed booking, the Receiver may provide ratings and reviews of their experience.

(b) Beamove may publish, moderate, or remove reviews in accordance with its feedback policy to preserve quality and trust within the paltform.

6.9. Independent Contractor Status and Compliance

(a) You acknowledge that you operate as an independent contractor, not employee, agent, or representative of Beamove.

(b) You are solely responsible for your own taxation through ATO, superannuation, insurance, and compliance with all applicable laws and regulations.

(c) You must not represent yourself as the Beamove employee when providing the beauty services to the Receiver.

7. Reschedule, Cancellations, No-show, and Refund Policy

7.1. Beamove's Role and Liability

(a) Beamove works as the Provider's administrative agent for the purpose of managing rescheduling, cancellation, refund and other customer service requests arising from bookings made through the Website, and for facilitating communications and the fair resolution of such matters.

(b) Beamove may determine administrative outcomes relating to rescheduling, cancellations, refunds, compensation or adjustments in accordance with its policies (as referenced in Clauses 7.2, 7.3, 7.4, 7.5, and 7.6) as in force at the relevant time. Any such administrative determination is final and binding for administrative purposes, except to the extent that the Australian Consumer Law or any other applicable law requires a different outcome.

(c) Beamove reserves the right to request supporting information, including photographs, messages or other evidence, prior to assessing any claim or service request.

7.2. Reschedule Policy

(a) Provider-initiated Reschedules

The Provider is not permitted to reschedule a confirmed booking. If the Provider is unable to attend or perform the beauty service at the scheduled time, they must immediately notify Beamove, Beamove will arrange for the job to be reassigned to another Provider, and the provider initiated cancellation policy in Clause 7.3.(a) will apply.

(b) Receiver-Initiated Reschedules

The Receiver is not permitted to reschedule a submitted booking. Any change requires the Receiver to cancel the existing booking and make a new one. Upon

cancellation, the cancellation policy described in Clause 7.3.(b) will apply.

7.3. Cancellation Policy

(a) Provider-initiated Cancellations

(i) If the Provider is unable to attend or perform the beauty service at the scheduled time, they must immediately notify Beamove in writing and provide a valid reason.

(ii) Notifications made less than thirty-six (36) hours before the scheduled service start time will be deemed "**Late Notifications**", unless the circumstances arise due to the Receiver's fault or an event beyond the Receiver's reasonable control.

(iii) Three (3) or more Late Notifications within any rolling forty-five (45)-day period by the Provider may result in suspension, or removal from the Website.

(iv) In the event of a provider cancellation, Beamove will assist the Receiver in finding a replacement professional or issue a full refund.

(b) Receiver-Initiated Cancellations

(i) The Receiver may cancel a confirmed booking through their Beamove account or by providing written notice to Beamove.

(ii) Cancellations made at least 36 hours before the scheduled service start time will incur a full refund, less any applicable transaction fees.

(iii) Cancellations made between 36 and 12 hours before the scheduled service start time will incur a partial charge of 45% of the total booking amount.

(iv) No refund will be issued if the Receiver cancels within 12 hours of the service start time or fails to appear at the agreed location.

7.4. No-show Policy

(a) A receiver no-show occurs when the Receiver fails to be present at the agreed time and location, without prior notice. In such cases, the booking will be marked as completed, and no refund will be issued, unless the circumstances arise due to Provider's fault or an event beyond Receiver's reasonable control.

(b) A provider no-show occurs when the Provider fails to attend at the agreed time and location, without prior notice. The Receiver will be entitled to a full refund, unless the circumstances arise due to Receiver's fault or an event beyond Provider's reasonable control. Two (2) or more No-shows within any rolling thirty (30)-day period by the Provider may result in suspension, or removal from the Website.

7.5. Refund Policy

(a) Refund Requests Prior to Service Commencement

Any request for a refund made prior to the scheduled service start time will behandled in accordance with the Cancellation Policy set out in Clause 7.3.

(b) Refund Requests During or After Service Delivery

(i) If the Receiver is dissatisfied with the beauty service provided by the Provider, or believes they are entitled to a refund, they must first negotiate with the Provider on site to request a resolution, without signing the digital confirmation.

(ii) If the Provider agrees to issue a refund, the Receiver must notify Beamove in writing at support@beamove.com.au within twenty-four (24) hours after the beauty service has been completed. Beamove will then process a full or partial refund in accordance with the Terms and Conditions. Notifications received after this period will not be accepted.

(iii) If the Provider disagrees with the refund, or the issue remains unresolved, Beamove may determine, acting reasonably, whether payment should be withheld, refunded, credited, or reallocated for platform administration purposes. Any such determination does not constitute a legal finding as to fault or liability.

(c) Eligibility for Refunds

(i) A full or partial refund will be automatically issued to the Receiver if:

The Receiver cancels the booking within the permitted timeframe (as detailed in Clause 7.2.(b) and 7.3.(b)), or the Provider agrees to issue a refund within the permitted timeframe (as detailed in Clause 7.5.(b)(ii)).

(ii) Refunds to the Receiver will be considered where:

- the Provider failed to attend or perform the booked service;
- the beauty service provided was materially different from what was described or agreed;
- the beauty services was not delivered with due care and skill, as required under Australian Consumer Law (ACL); or
- Beamove, at its discretion, determines that a refund is fair and reasonable in the circumstances.

(iii) Refunds to the Customer will NOT be issued for:

- changing of mind after the beauty service;
- dissatisfaction based on personal preference where the beauty service was provided as described;
- situations arising from the Provider’s own fault (including, without limitation, venue restrictions); or

- requests made after the allowed submission period (as detailed in Clause 7.3.(b) and 7.5.(b)(ii)).

7.6. Unforeseen Circumstances

(a) Beamove understands that unforeseen events may occur. Cancellations, No-shows, or delays caused by circumstances beyond reasonable control (e.g., severe weather, major traffic accidents, or venue restrictions) will be assessed on a case-by-case basis.

(b) Both the Receiver and the Provider are encouraged to communicate promptly through Beamove in such events to allow for rescheduling, refunding, or alternative arrangements.

8. Privacy

Beamove takes your privacy seriously and any information provided through your use of the Website and/or Platform Services are subject to Beamove's Privacy Policy, which is available on the Website.

9. General Disclaimer

9.1. Australian Consumer Law

Nothing in these Terms limits, excludes or modifies any guarantees, warranties, representations or conditions implied or imposed by law, including under the Australian Consumer Law (ACL), which by law cannot be limited or excluded, or any liability arising under them.

9.2. Exclusion of Implied Terms and Limitation of Liability

Subject to Clause 9.1 and to the maximum extent permitted by law:

(a) all guarantees, warranties, representations or conditions not expressly stated in these Terms are excluded; and

(b) Beamove will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable as a result of Beamove's failure to comply with an applicable consumer guarantee), including loss of profit, loss of opportunity, or damage to goodwill, arising out of or in connection with:

(i) the Platform Services;

(ii) these Terms; or

(iii) your inability to access or use the Platform Services, or any delay or failure in the supply of the Platform Services,

whether arising at common law, in contract, tort (including negligence), equity, statute or otherwise.

9.3. Platform Availability and Limitations

Your access to and use of the Website and the Platform Services is subject to these Terms and applicable law. While Beamove uses reasonable efforts to ensure the availability, security and functionality of the Platform Services, the Website and Platform Services are provided on an “as is” and “as available” basis, except to the extent required by law.

To the maximum extent permitted by law, Beamove does not warrant that the Platform Services will be uninterrupted, error-free or free from harmful components, and is not responsible for:

(a) any error, omission, interruption, defect, delay in operation or transmission, loss of data, communication failure, computer virus or other harmful component;
(b) the accuracy, completeness or currency of any information made available on the Website, including third-party content or advertisements;
(c) any costs incurred by you as a result of using the Website or Platform Services; or
(d) the availability or operation of any external links provided for convenience only.

9.4. Responsibility for Beauty Services

You acknowledge and agree that:

(a) Beamove operates the Website and provides the Platform Services for the purpose of facilitating bookings and interactions between Receivers and Providers.
(b) All beauty services are provided exclusively by Providers, who act as independent contractors and not as employees, agents or representatives of Beamove.
(c) While Beamove may implement reasonable vetting, onboarding, quality assurance and review processes for Providers, Beamove does not supervise, direct or control the manner in which Providers perform the beauty services, and does not guarantee the performance, outcome, safety, legality, suitability or quality of any beauty services.
(d) Responsibility for the provision, performance and outcome of beauty services rests solely with the relevant Provider, subject to any non-excludable rights under applicable law.
(e) To the maximum extent permitted by law, Beamove is not liable for any loss, damage, injury or claim arising from or in connection with the provision of beauty services by a Provider, except to the extent required under applicable law.

10. Competitors

If you are in the business of providing similar Platform Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Beamove. Competitors are not permitted to use or access any information or content on our Application. If you breach this provision, Beamove will hold you fully responsible

for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

11. Limitation of Liability

11.1. Platform Services Only

(a) To the maximum extent permitted by law, Beamove's liability arising out of or in connection with these Terms or the Platform Services (however arising, including in contract, tort (including negligence), equity, statute or otherwise) is limited as set out in this clause.

(b) For the avoidance of doubt, Beamove does not assume liability for the provision, performance or outcome of any beauty services, which are provided exclusively by Providers.

11.2. Excluded Losses

Subject to clause 11(d), Beamove will not be liable for any indirect, incidental, special or consequential loss or damage, including (without limitation) loss of profit, loss of business, loss of opportunity, loss of data or damage to goodwill, arising out of or in connection with:

(a) the Platform Services;

(b) your use of, or inability to use, the Platform Services; or

(c) these Terms.

11.3. User Content

Beamove is not liable for any loss or damage arising from your submission, publication or use of any user-generated content on the Website, except to the extent required by law.

11.4. Australian Consumer Law

(a) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy available to you under the Australian Consumer Law or other applicable consumer protection laws that cannot be excluded by agreement.

(b) To the extent permitted by law, where Beamove is liable for breach of a non-excludable consumer guarantee in respect of the Platform Services, Beamove's liability is limited, at its option, to:

(i) the resupply of the Platform Services; or

(ii) the payment of the cost of having the Platform Services resupplied.

12. Amendments to the Terms

(a) Beamove may amend these Terms from time to time, provided that any amendment is made in good faith and in a manner that is reasonably necessary to operate, improve, or protect the Platform Services, comply with applicable law, or address security, operational or risk management issues.

(b) Beamove will use reasonable endeavours to provide prior notice of any Material Amendments, which may be given by email, in-service notification, or by publication on the Beamove Website.

Material Amendments are amendments that are reasonably likely to:

(i) materially change the nature or scope of the Platform Services;
(ii) materially affect your rights or obligations under these Terms;
(iii) introduce new fees or materially alter existing fees or payment structures; or
(iv) materially change data handling, privacy, or security practices in a way that adversely affects you.

Unless otherwise required by law, Material Amendments will take effect no earlier than the date specified in the relevant notice.

(c) Amendments that are administrative or minor in nature, correct errors, improve clarity, reflect changes in law, or do not materially affect your rights or obligations may take effect upon publication without prior notice. For the avoidance of doubt, such amendments will not be used to materially reduce Beamove's core obligations under these Terms.

(d) Your continued access to or use of the Platform Services after the effective date of any amendment constitutes acceptance of the amended Terms. If you do not agree to an amendment, you may cease using the Platform Services without penalty.

(e) You are responsible for reviewing these Terms from time to time and retaining a copy for your records.

13. Termination

13.1. Termination by You

You may terminate these Terms at any time by providing Beamove with at least fourteen (14) days' written notice of your intention to terminate, submitted via the "Contact Us" link on the Beamove Website.

13.2. Termination by Beamove for Cause

Beamove may terminate these Terms with immediate effect by written notice to you if:

(a) you materially breach these Terms and fail to remedy the breach within a reasonable period after being notified (where the breach is capable of remedy);
(b) you engage in repeated breaches of these Terms or serious misconduct;
(c) Beamove is required to do so by law or a court order; or
(d) your conduct causes, or is reasonably likely to cause, material harm to Beamove, other users, or the integrity of the Platform Services.

13.3. Suspension or Restriction of Access

Without limiting clause (b), Beamove may suspend or restrict your access to the Website or the Platform Services (in whole or in part) where Beamove reasonably believes such action is necessary to:

(a) investigate suspected breaches of these Terms or applicable law;
(b) protect the safety, rights or property of Beamove or other users; or
(c) maintain the proper operation or security of the Platform Services.

Beamove will use reasonable endeavours to notify you of any suspension and the reasons for it, unless prohibited by law or where immediate action is reasonably required.

13.4. Discontinuation of Platform Services

Beamove may terminate these Terms by providing reasonable notice if Beamove:

(a) ceases to provide the Platform Services generally; or
(b) discontinues the Platform Services in the country or region in which you reside or access the Platform Services,

except where immediate termination is required by law.

13.5. Effect of Termination

Upon termination of these Terms:

(a) your right to access and use the Platform Services will cease immediately; and
(b) any accrued rights, obligations or liabilities of either party, and any provisions which by their nature are intended to survive termination, will continue in full force and effect.

14. Indemnity

14.1. User Indemnity

To the extent permitted by law, you agree to indemnify and hold harmless Beamove, its officers, employees, agents, and contractors from and against any direct loss, damage, liability, cost or expense (including reasonable legal costs) to the extent caused by:

(a) your material breach of these Terms;
(b) your unlawful misuse of the Platform Services; or;
(c) any information, content, or materials submitted by you through the Platform that infringe the rights of a third party or breach applicable law.

14.2. Provider Conduct

Where you are a Provider, this indemnity also applies to any loss or liability arising from the acts or omissions of your employees, contractors, or other authorised personnel in connection with the beauty services supplied through the Platform.

14.3. Consumer Law Carve-Out

This indemnity does not apply to the extent that any loss, damage, or liability:

(a) is caused or contributed to by Beamove's negligence, fraud, or wilful misconduct; or

(b) cannot lawfully be excluded or limited under the Australian Consumer Law or any other applicable law.

14.4. No Limitation of Statutory Rights

Nothing in this clause excludes, restricts, or modifies any consumer guarantee, right or remedy that cannot be excluded, restricted or modified under applicable law.

15. Dispute Resolution

15.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

15.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

15.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

(a) Within 20 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 20 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Australian Mediation Association;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in Sydney, Australia.

15.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

15.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15.6. Online Dispute Resolution:

For disputes involving Platform transactions under AUD $350.00, the Parties must first attempt resolution through the Platform's online dispute resolution system for 20 days before initiating the mediation process outlined above. The Platform's decision through this system shall be binding for disputes under AUD $350.00, unless either Party can demonstrate manifest error.

15.7. Online Dispute Evidence Requirements:

For disputes processed through the Platform's online resolution system, Parties must submit:

(a) transaction records and communications history within 5 days of the dispute initiation;
(b) photographic or video evidence where applicable; and
(c) detailed written statements not exceeding 500 words. The Platform shall acknowledge receipt within 3 business days and render decisions based on submitted evidence within 10 days of complete documentation.

16. Venue and Jurisdiction

The Platform Services offered by Beamove are intended to be used by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

17. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.