

GW FACIAL THERAPY Terms and Conditions of Use

These Terms and Conditions are updated from time to time at our discretion and the latest version can always be viewed on our GW web site –gwfacialtherapy.com

Please read this Agreement carefully and keep a copy for your reference.

This “Agreement” set forth the terms and conditions under which Womanoil8 Australia Pty Ltd. trading as GW Facial Therapy (“**GW**”, “**GW Facial Therapy**”, “**we,**” “**us,**” or “**our**”) will provide training, training materials, training videos, training courses, certificates, training notes, products, skincare products and services (**the “Products”**) to you (“**you**” or “**your**”) as a Student, Therapist, Client, Member or Subscriber for any such Products.

“**Email Address**” means the email address you give to us when you accept this Agreement, or any other email address that you subsequently give us by updating your account registration information. To assure your continued receipt of Email Notifications, you must notify us each time you change your Email address.

SPECIAL NOTE: ONCE YOU PURCHASE A TRAINING COURSE YOU WILL HAVE IMMEDIATE ACCESS TO THE TRAINING COURSE INFORMATION AND THEREFORE WE CANNOT PROVIDE A REFUND. BEFORE YOU PURCHASE PLEASE MAKE SURE AND SATISFY YOURSELF THAT YOU WILL NOT REQUIRE A REFUND.

To continue to use GW Facial Therapy techniques, Products, this web site, these Training Notes, or pay a subscription and/or purchase and use Products, you agree with these Terms and Conditions and agree to abide by them. By accepting this Agreement, you represent that you are a natural person over 18 years of age and that your access to and use of the Products does not and will not violate any applicable law. Additionally, you represent and warrant that you will only use the Products in accordance with these Terms and Conditions. You understand and agree that all the Products are provided to you under the laws of Queensland Australia. Should you choose to use the Products outside of Queensland Australia, you bear any and all responsibility for determination of, Product safety and compliance with, all non- Queensland Australia laws applicable to such use. By accepting this Agreement, that action will signify your acceptance of this Agreement.

THE GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PROSPECTIVE STUDENTS, SUBSCRIBERS, REFERRERS, MEMBERS AND CLIENTS

A. Authorization.

You authorize GW and its subcontractors and service providers to assist you with Products and training in relation to GW Facial Therapy. You are not authorized to train other persons without written permission from a GW authorized person.

Information that GW collects from you will be treated in accordance with GW’s Privacy Policy, which you can find here: gwfacialtherapy.com. (“Privacy Policy”).

B. Refusal of Membership.

We reserve the right to reject any request for Training or Products for any reason, including, without limitation,

(i) unavailability of products, training or a service in the state or country where you reside or other legal restrictions,

(ii) your credit history,

(iii) your inability to provide an appropriate payment method,

iv) you do not reside in the countries we provide the products and service for. The products and service is not available in all countries.

C. Network Limitations.

You understand and agree that the Training and Products (including our services provided therewith) will be subject to internet connections we have no control over. During the term of your use of the Products, our network and its scope may change without notice to you. You also understand that it may take up to one week from acceptance of this Agreement and Membership enrolment in the Products for all related services to be fully activated. You understand and agree that GW is in no way responsible for, and expressly disclaims any and all liability related to, the failure of videos, email delivery or internet connections to be actually, accurately, timely, or fully delivered to you for any reason whatsoever, including, but not limited to, technical errors or other problems with our systems, those of our third-party providers, those of your mobile service provider, any other third-party company, or issues related to your internet or mobile account or device. Or delays resulting from pandemic issues. You are responsible for any fees or other charges (including, where applicable, roaming and data charges) that your wireless carrier may charge for any related data or message services.

D. Security.

GW may make certain features of the Products, including videos, PDFs, emailed information, available on or through your desktop computer or registered mobile device(s). You have the obligation to secure your GW passwords, emails, information and lock your devices and otherwise protect your and GW information contained therein.

E. Modification of this Agreement and Products; Additional Agreements.

We reserve the right to change or supplement the terms of this Agreement by posting a new version on the GW web site (this "Site") or by otherwise notifying you of the revised Agreement. By using this Site and or becoming a Student or Subscriber, you agree to be bound by this Agreement that is in force during such use.

We reserve the right to change, modify, expand, discontinue, or retire any Training Course, Service, Product, or any feature thereof, at any time.

F. Personal Information Privacy.

We will undertake to protect your information provided using methods that are consistent with industry best practices, as set forth in our Privacy Policy. However, you authorize GW to provide your information to our third-party service providers to receive and use this information as GW deems reasonably necessary in the course of performing the GW training, services, delivery, service and billing. Please read our Privacy Policy. By agreeing to this Agreement you are also accepting our Privacy Policy

G. Personal Conduct.

You understand and agree that you have an obligation to act responsibly to protect your information in a reasonable way. You further understand and agree that you have a duty not to allow the reckless disclosure or publishing of your passwords, and/or similar personal information to persons who may reasonably be expected to misuse such information (e.g., "phishing" scams, unsolicited emails, etc.). You also agree to keep and protect your account login information for your Training services, subscription for the Products from unauthorized use. Should you breach your obligation to protect your account login information, GW may terminate your use of the Products without advance notice to you and GW may hold you liable for any losses incurred by GW resulting from your actions.

H. Intellectual Property.

GW uses third party providers to supply our services. GW retains sole and exclusive right, title and interest in and to our Training Services, Products, all proprietary inventions and technology associated therewith (whether or not patentable), and all of our trademarks, copyrights, service marks, designs, logos, URLs, and trade names that are displayed in connection with our Products, including, but not limited to, GW Facial Therapy®, the GW logo. All of our proprietary inventions and technology, and all promotional materials, training materials, videos, training notes, advertising, websites and other Company marketing venues are protected by various intellectual property laws, including, but not limited to, trade secret, copyright and trademark laws. Without our prior written consent, any use of our Marks and Copyrights, or any other proprietary intellectual property, is strictly prohibited. GW may hold you liable for any losses incurred by GW resulting from your actions in regard to the aforementioned.

I. Linking Policy.

In connection with the Products that we offer, we may have established Internet links from our website to information and other relevant websites. These linked websites are not under our control and we are not responsible for their content or delivery. Our use of such links does not constitute or imply our endorsement or guarantee of the products, services, information or recommendations provided by any such websites. In addition, these websites may have privacy policies that are different than ours and may provide you less security for your confidential information than we do. If you access any linked third party website, you do so at your own risk. We disclaim all liability with regard to your access to such linked websites.

J. Liability Limitations.

In order to provide certain of the services associated with our Products, you agree we are not responsible for (i) the accuracy, completeness, and/or validity of any products, services, solutions or information provided to us by third parties (including, without limitation, consumer reporting agencies), (ii) incorrect or incomplete information that you provide to us, such as incorrect or outdated contact or account information, or (iii) incorrect information that we receive from third-party sources, or our failure to obtain information from third-party sources, as a result of incorrect or incomplete information that you provide us. In addition, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential (any of which, "Losses"), caused by or arising from your use of the Products, and neither we nor our subcontractors and suppliers will be liable for the loss, confidentiality, unauthorized disclosure or security of any data or information while in transit via the Internet, telephone or other communication lines, postal system, ACH network or other means of transmission.

If you purchase GW skincare products or any other Product, you do it at your initiative and are solely responsible for compliance with applicable laws relating to your use of such Product. Neither we nor our subcontractors and suppliers warrant the adequacy, accuracy, or completeness of any information provided through any Product or contained in any third-party website linked to or from any GW website.

You understand and agree that GW expressly disclaims and bears no liability for security breaches suffered by the you. Further, you understand and agree that GW and our Products do not, and are not intended to, correct medical problems, provide legal, tax, investment or other financial advice.

We disclaim any and all express or implied warranties, including any warranties of merchantability, fitness for a particular purpose, non-infringement or error-free operation, and all Products and related services provided to you are provided on an "as-is", "where-is" and "as-available" basis.

Should any claim by Arbitration or a Court of law against GW be successful you agree it will be restricted to a refund payment equal to and no more than 50% of the last single payment made by you to GW or if a monthly subscription then the last months subscription paid by you or part of any remaining annual subscription. Each party will pay their own legal expenses. You also agree to waive your right to participate in or bring class actions.

K. Queensland Australia and Cross-Border Use.

YOU UNDERSTAND AND AGREE THAT ALL THE PRODUCTS INCLUDING THE SKINCARE PRODUCTS ARE MEANT FOR USE IN AUSTRALIA, AND PROVIDED TO YOU UNDER THE LAWS OF QUEENSLAND AUSTRALIA. SHOULD YOU CHOOSE TO USE THE PRODUCTS OUTSIDE OF QUEENSLAND AUSTRALIA, YOU BEAR ANY AND ALL RESPONSIBILITY FOR DETERMINATION OF, PRODUCT SAFETY AND COMPLIANCE WITH, ALL NON- QUEENSLAND AUSTRALIA LAWS APPLICABLE TO SUCH USE.

L. Indemnification.

You agree to use the Products only for the purposes stated in, and in compliance with, this Agreement. You agree that you will indemnify and hold GW and our affiliates, and all directors, officers, employees, MSP resellers, associates and agents thereof, harmless for, from and against all losses, damages, claims, amounts paid in settlement of claims, costs and expenses, (including reasonable attorneys' and consultants' fees and expenses), interest, awards, judgments, fines, penalties and other liabilities made by or owing to any third-party to the extent caused by or arising from your violation of this Agreement, or your violation of any law, regulation, or third-party rights in connection with your use of any of the Products.

M. Assignment.

We may assign any or all of our rights and/or delegate all or any of our obligations under this Agreement to any third-party without your consent. You may not assign your rights or delegate your obligations under this Agreement to anyone without our prior written consent, which we may give or withhold in our sole discretion.

N. Governing Law.

THIS AGREEMENT IS GOVERNED BY AND WILL AT ALL TIMES BE CONSTRUED, INTERPRETED, AND ENFORCED IN ACCORDANCE WITH APPLICABLE AUSTRALIAN FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAWS OF QUEENSLAND, AUSTRALIA.

THIS LAW WILL APPLY FOR ALL STUDENTS, SUBSCRIBERS, REFERRERS AND GW CLIENTS IRRESPECTIVE OF THE COUNTRY THEY MAY RESIDE IN. FOR CLARITY STUDENTS, SUBSCRIBERS, REFERRERS AND GW CLIENTS IN THE USA, CANADA, UK AND EU AGREE THIS AGREEMENT IS BOUND BY AUSTRALIAN LAW AND REMEDIES CAN ONLY BE SOUGHT THROUGH AUSTRALIAN FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAWS OF QUEENSLAND, AUSTRALIA.

O. Dispute Resolution - Venue and Arbitration.

ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE PRODUCTS, OR ANY ACTS OR OMISSIONS FOR WHICH YOU CONTEND WE ARE LIABLE, INCLUDING, BUT NOT LIMITED TO, WHETHER A PARTICULAR CLAIM OR CONTROVERSY IS SUBJECT TO THIS SECTION ("DISPUTE"), WILL BE FINALLY, AND EXCLUSIVELY, SETTLED BY ARBITRATION HELD BEFORE ONE ARBITRATOR UNDER THE COMMERCIAL ARBITRATION RULES OF QUEENSLAND AUSTRALIA. THE ARBITRATION WILL BE CONDUCTED IN BRISBANE QUEENSLAND AUSTRALIA. THE ARBITRATOR WILL BE SELECTED PURSUANT TO THE QUEENSLAND AUSTRALIA COURT RULES. THE ARBITRATOR WILL HAVE THE POWER TO AWARD NO MORE THAN THE PAYMENT ALREADY AGREED TO UNDER THE CLAUSE J - LIABILITY LIMITATIONS. EACH PARTY WILL PAY THEIR OWN EXPENSES RESULTING FROM THE PROCESS OF ARBITRATION.

IN REGARD TO CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (COLLECTIVELY, "ENHANCED DAMAGES"), BOTH YOU AND WE IRREVOCABLY WAIVE ANY CLAIM TO ENHANCED DAMAGES, EXCEPT WHERE SUCH A WAIVER WOULD EXPLICITLY VIOLATE THE LAW OF QUEENSLAND AUSTRALIA. THIS SECTION, REGARDING ARBITRATION, WILL NOT BE CONSTRUED AS AN AGREEMENT TO THE JOINDER OR CONSOLIDATION OF ARBITRATION UNDER THIS AGREEMENT WITH ARBITRATION OF DISPUTES OR CLAIMS OF ANY PARTY OTHER THAN YOU OR US, REGARDLESS OF THE NATURE OF THE ISSUES OR DISPUTES INVOLVED. ANY JUDGMENT

UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT WHICH HAS JURISDICTION OVER THE NON-PREVAILING PARTY.

BY AGREEING TO THE FOREGOING ARBITRATION TERMS, YOU WAIVE YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO WAIVE YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. IF ANY OF THE FOREGOING PROVISIONS IS DETERMINED BY A COURT OR ARBITRATOR TO BE INAPPLICABLE OR UNENFORCEABLE WITH RESPECT TO A DISPUTE, YOU AND WE AGREE THAT, SUBJECT TO THE FOREGOING ARBITRATION PROVISIONS, JURISDICTION OVER AND VENUE OF ANY SUIT WILL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS SITTING IN BRISBANE, QUEENSLAND AUSTRALIA. IF EITHER YOU OR WE EMPLOY ATTORNEYS TO ENFORCE ANY RIGHT IN CONNECTION WITH ANY DISPUTE OR LAWSUIT, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS' FEES AND EXPENSES, AS WELL AS ARBITRATION AND/OR COURT COSTS.

P. Waiver.

GW will not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us will be binding unless in writing and signed by an authorized representative of GW. No waiver by us of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

Q. Refund of Product Fees.

You will not be entitled to a refund of any prepaid Product Fees or Payments (or any portion thereof). In regard to subscriptions, if you or GW terminate any monthly or annualised subscription for Products then you will be entitled to a refund of 100% of a prorated portion of Product Fees that you have prepaid for such subscription or if paid monthly then the monthly subscription will be cancelled at the next due date with no further subscription payments required.

R. Effect of Invalidity.

If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision (to the extent of such invalidity or unenforceability) shall be deemed severed from this Agreement, and the remaining provisions of this Agreement will remain valid and enforceable.

These Terms and Conditions are updated from time to time at our discretion and the latest version can always be viewed on our GW web site –gwfacialtherapy.com

You can contact us anytime by using the Contact Form on the GW web site –gwfacialtherapy.com

GW FACIAL THERAPY PRIVACY POLICY

This Privacy Policy is updated from time to time at our discretion and the latest version can always be viewed on our GW web site –gwfacialtherapy.com

We encourage you to carefully read this Policy so that you will be fully informed about how we collect, protect and use your Confidential Information.

To make sure your Confidential Information remains confidential, we communicate these privacy guidelines to all of our employees. We discipline (up to and including termination of employment) any employees who view or use your Confidential Information for purposes other than providing services you have contracted to receive.

Collection of Confidential Information

We only collect your Confidential Information to:

- 1.) Enroll you as a Student, Member or client;
- 2.) Complete a transaction; or provide our services.

We collect Confidential Information when you communicate with us by email, register on our web site or register for services with us or our partners. We only collect the items of Confidential Information that allow us to accomplish one of the above purposes. We will not collect any of your Confidential Information without your knowledge and consent. Because we empower you to protect your identity and your credit reputation by providing useful resources, we may not need to collect your Confidential Information unless you explicitly authorize us to take one or more of the actions described above or in the “Disclosure of Confidential Information” section on your behalf.

You may visit our web site anonymously. This means we usually do not collect Confidential Information when you browse our web site. We may, however, collect general Internet information such as how often each of our web pages was accessed and the amount of time a visitor spent viewing each page. Even so, none of this data personally identifies you. We use it for the sole purposes of studying traffic patterns on our web site in order to make it more useful and to evaluate whether our marketing efforts are effectual.

Our web site is not intended to be used by anyone under the age of 18. We do not knowingly solicit Confidential Information from such persons.

The GW Facial Therapy web site contains links to other sites. GW Facial Therapy does not share your non-public personal information with those web sites and is not responsible for their privacy practices, which may differ from ours in significant ways. We encourage you to learn about the privacy policies of those web sites and the companies that operate them. However, web sites to which we link may use cookie technology to gather and store data about their visitors. Cookies contain a small amount of information, possibly including non-public personal information, which allows a web server to recognize you whenever you visit. Again, we encourage you to familiarize yourself with the privacy and information collection practices of any web site you visit.

Confidential Information Sharing

We will never disclose your Confidential Information to anyone except under circumstances described in this Policy and our Terms and Conditions for Services. We share Confidential Information only with business partners as described below and as described in our Terms and Conditions for Services. Only those employees (for example, your Privacy Advocate®) who “need to know” your Confidential Information, to provide the services you contracted to receive, will have access to your Confidential Information.

We are affiliated with non- GW Facial Therapy controlled businesses and work with them to provide certain aspects of service. We will share Confidential Information that is related to such services with that business, such as personal information associated with your completed Registration.

We will not disclose your Confidential Information to anyone unless you instruct us to do so on your behalf. With your consent, we will provide Confidential Information to businesses or organizations that are associated with the remediation process (i.e. credit reporting agencies, a creditor, law enforcement, insurance company, post office, Federal Trade Commission).

We reserve the right to disclose your Confidential Information when required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process, enforce or apply our conditions of use and other agreements; or protect the rights of GW Facial Therapy.

Cookies

Cookies are text files that are stored temporarily on a user’s computer for record-keeping purposes. We use session cookies on our web site. Session cookies, that expire when you close your browser, allow you to more easily navigate our web site.

Your browser allows you to reject cookies. If you do so, you may still use our web site, but access to some areas of our site, such as the signup procedure or login, will be limited.

Testimonials

From time to time we may place student and client testimonials on our web site. We will remove a testimonial if he/she asks us to do so.

Data security for your Confidential Information

We place a very high value on the security of all Confidential Information which comes into our possession.

We will never ask you to enter sensitive information (such as credit card numbers) on an unencrypted web site. All such data is collected on a web site which is capable at a minimum of 128-bit secure socket layer technology (SSL) encryption. In addition, we follow generally accepted industry standards to protect your Confidential Information while it is in route to us; however, no method of transmission or storage is totally secure and therefore we cannot guarantee that our security efforts will not be overcome. That is why we urge you to be diligent in protecting your Confidential Information while connected to the Internet.

Service Providers

When you sign up for any of our services, you may pay using your credit card. We will use the services of the Stripe/Square/Westpac Banking Corporation to validate your Confidential Information in the form of credit card data.

Changes in this Privacy Statement

This Privacy Policy is updated from time to time at our discretion and the latest version can always be viewed on our GW web site –gwfacialtherapy.com

Contact Us

If you have any questions regarding this Policy, please use our contact form at www.gwfacialtherapy.com

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