

## **TERMS OF SERVICE**

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are Browcademy

Our address is Lana Tarek Eyebrow Specialists Pty Ltd, Shop b / 445-455 Liverpool rd Ashfield

You are a visitor to Our Website / our customer

The terms and conditions:

### **1. Definitions**

In this agreement:

“Carrier” means any person or business contracted by us to carry Goods from us to you.

“Consumer” means any individual who, in connection with this agreement, is acting for a purpose that is outside his business.

“Content” means any content in any form published on Our Website by us or any third party with our consent.

“Goods” means any of the goods we offer for sale on Our Website, or, if the context requires, goods we sell to you.

“Our Website” means any website of ours, and includes all web pages controlled by us.

“Post” means display, exhibit, publish, distribute, transmit and/or disclose information, Content, and/or other material on to Our Website, and the phrases “Posted” and “Posting” shall be interpreted accordingly.

### **2. Interpretation**

In this agreement, unless the context otherwise requires:

a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.

these terms and conditions apply to all supplies of Goods by us to any customer. They prevail over any terms proposed by you.

any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person. in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organization involving that party. the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.

a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.

in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party.

these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods/Service and so far as the context allows, to you as a visitor to Our Website.

this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

### **3. Our contract with you**

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information or document, or another term not forming part of this agreement. If you use Our Website in any way and make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for every act or omission by you. Because we rely on our suppliers, we do not guarantee that Goods advertised on Our Website are available. We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods. The price of Goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those Goods. If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website; these terms still apply so far as they can be applied. We do not sell the Goods in all countries. We may refuse to deliver the Goods if you live in a country we do not serve.

### **4. Acceptance of your order**

Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the Goods to you. At any point up until then, we may decline to supply the Goods to you without giving any reason. Your order is an offer to buy from us. We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall despatch your order. If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may: accept the alternatives we offer; cancel all or part of your order.

### **5. Price and Payment**

The Price is as set out in order. It is possible that the price may have increased from that posted on Our Website. If that happens, we will not despatch the Goods until you have confirmed that you wish to buy at the new price. Prices do not include goods and services tax ("GST"). If the item you order is available in parts, you must pay us the full price of your order before we will send any part of it. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than the Australian dollar will be borne by you. Any information given by us in relation to exchange rates are approximate only and may vary from time to time. If by mistake, we have under-priced Goods, we will not be liable to supply those Goods to you at the stated price,

provided that we notify you before we dispatch them to you. The price of the Goods does not include the delivery charge which will be charged at the rates applicable at the date you place your order and which will be displayed on a page of Our Website before we ask you to pay. If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 14 days from the date when we accept that repayment is due.

## **6. Security of your credit card**

We take care to make Our Website safe for you to use. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

## **7. Delivery and pick-up**

Goods are delivered within 5 days from the day you place an order to purchase the Goods. Deliveries will be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept the delivery. If we are not able to deliver your goods within 5 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery. We may deliver the Goods in installments if they are not all available at the same time for delivery. Goods are sent at our risk until signed for by you or by any other person at the address you have given to us. All goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the Goods may be retained by the driver. When your Goods arrive, it is important that you check immediately the condition and quantity. If your Goods have been damaged in transit, you must refuse the delivery and immediately contact us so that we may dispatch a replacement quickly and minimise your inconvenience. Signing "Unchecked", "Not Checked" or similar is not acceptable. Goods are sent by post. We will send you a message by email to tell you when we have despatched your order. If we agree with you to deliver on a particular day or at a particular time, we will do our best to comply. But no time given is to be treated as contractual. So we are not liable to you for any expense or inconvenience you incur on account of delayed delivery or non-delivery. Some Goods will be delivered directly from the manufacturer who will contact you to arrange delivery. When delivery of the Goods has been arranged directly with the manufacturer, you will be subject to the manufacturer's delivery policy. Some Goods are so large and heavy that delivery times may be slightly longer. In this case, approximate delivery dates will be given when you place your order. Time for delivery specified on the order, if any, is an estimate only and time shall not be of the essence.

## **8. Foreign taxes and duties**

If you are not in the Commonwealth of Australia, we have no knowledge of, and no responsibility for, the laws in your country. You are responsible for purchasing Goods that you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **9. Liability for subsequent defects**

We will repair or replace Goods that fail to comply with the provisions of the Competition and Consumer Act 2010 or which show a defect. If you claim that the item is defective, the following conditions apply: the defect must be reported to us within 14 days of becoming apparent; the defect results only from faulty design or manufacture; you have returned the defective Goods or parts to us if we have so requested. If we agree that we are liable, we will refund the cost of the return carriage and will repair or replace the Goods free of charge. If we repair or replace the Goods, you have no additional claim against us either under this agreement or by statute or common law, in respect of the defect.

## **10. Goods returned**

These provisions apply in the event that you return any Goods to us for any reason: We do not accept returns unless there was a defect in the Goods at the time of purchase, or we have agreed in correspondence that you may return them. Before you return the Goods to us, please carefully re-read the instructions and check that you have assembled them correctly and complied with any provisions relating to the power supply, plugs, and sockets. The Goods must be returned to us as soon as any defect is discovered but not later than 14 days. So far as possible, Goods should be returned: with both Goods and all packaging as far as possible in their original condition; securely wrapped; including our delivery slip; or manufacturer's delivery slip at your risk and cost. You must tell us by email message to [address] you that you would like to return Goods, specifying exactly what Goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send Goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint. Detailed instructions for returning faulty Goods are on Our Website at <https://thebrowcademy.com/>. Please note in particular that we cannot deal with your complaint unless you return the entire Goods that you bought: that is to say, with all components and parts and in the original packaging. In returning faulty Goods please encloses with it a note clearly stating the fault and when it arises or arose. Most of the Goods are covered by the manufacturer's guarantee for a minimum of 1 month. Please first check the plug, fuse, batteries, and the manufacturer's operating instructions. If delivery was made to an Australian address, you are also protected by the Competition and Consumer Act 2010. If we agree that the Goods are faulty, we will: refund the cost of return carriage; repair or replace the Goods as we choose.

## **11. Disclaimers**

The law differs from one country to another. This paragraph applies so far as the applicable law allows. All the conditions, warranties, or other terms implied by the law of any county other than the Commonwealth of Australia are excluded from this agreement to the extent permitted by law. We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice. You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find. We give no warranty and make no representation, express or implied, as to the quality of the Goods; any implied warranty or condition as to merchantability or fitness of the Goods for a particular purpose; the correspondence of the Goods with any description; the adequacy or appropriateness of the Goods for your purpose; the truth of any Content on Our Website; non-infringement of any right. We are not liable in any circumstances for special, indirect, or consequential loss or any damages whatsoever resulting from loss of use, loss of data, or loss of revenues or profits, whether in an action of contract, negligence,

or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods. Except in the case of liability for personal injury or death, our liability under this contract is limited, to the maximum extent permitted by law, to the value of the Goods you have purchased.

## **12. Your account with us**

You agree that you have provided, and will continue to provide accurate, up-to-date, and complete information about yourself. We need this information to provide you with the Goods. If you use Our Website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your account. You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

## **13. Restrictions on what you may Post to Our Website**

You agree that you will not use or allow anyone else to use Our Website to Post Content which is or may: be malicious or defamatory; consist in commercial audio, video or music files; be illegal, obscene, offensive, threatening, or violent; be sexually explicit or pornographic; be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person; give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business; solicit passwords or personal information from anyone; be used to sell any goods or services or for any other commercial use; include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate; link to any of the material specified above, in this paragraph; send age-inappropriate communications or Content to anyone under the age of 18.

## **14. Your Posting: restricted content**

In connection with the restrictions set out below, we may refuse or edit or remove a Posting that does not comply with these terms. In addition to the restrictions set out above, a Posting must not contain hyperlinks, other than those specifically authorised by us; keywords or words repeated, which are irrelevant to the Content Posted; the name, logo, or trademark of any organisation other than yours; inaccurate, false, or misleading information.

## **15. How we handle your Content**

Our privacy policy is strong and precise. It complies fully with current law. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and license to edit, copy, publish, distribute, translate, and otherwise use any Content that you place on Our Website, in public domains, and in any medium. You represent and warrant that you are authorised to grant all such rights. We will use that license only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1968. Posting content of any sort

does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential. Please notify us of any security breach or unauthorised use of your account.

## **16. Removal of offensive Content**

For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose. We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason. If you are offended by any Content, the following procedure applies: Your claim

or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email. We shall remove the offending Content as soon as we are reasonably able; after we receive notice of a claim or complaint, we shall investigate so far as we alone decide; We may re-instate the Content about which you have complained or not. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a license to publish the complaint and all ensuing correspondence and communication, without limit. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees if any.

## **17. Security of Our Website**

If you violate Our Website we shall take legal action against you. You now agree that you will not, and will not allow any other person to: modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser; download any part of Our Website, without our express written consent; collect or use any product listings, descriptions, or prices; collect or use any information obtained from or about Our Website or the Content except as intended by this agreement; aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of Our Website; share with a third party any login credentials to Our Website. Despite the above terms, we now grant a license to you to: create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This license is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent. you may copy the text of any page for your personal use in connection with the purpose of Our Website.

## **18. Indemnity**

You agree to indemnify us against all costs, claims, and expenses arising directly or indirectly from your failure to comply with the law of any country; your breach of this

agreement; any act, neglect, or default by any agent, employee, licensee, or customer of yours; a contractual claim arising from your use of the Goods; a breach of the intellectual property rights of any person.

## **19. Intellectual Property**

We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in the text, graphics, logos, icons, images, audio clips, digital downloads, data, and software). Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part. You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person. Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **20. Miscellaneous matters**

When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post. Where we provide goods without a specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other Goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid, or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered: if delivered by hand: on the day of delivery; if sent by post to the correct address: within 72 hours of posting; If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation. This agreement does not give any right to any third party. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail. The validity, construction, and performance of this agreement shall be governed by the laws of the State of New South Wales.

## **21. Training Registration Terms**

21.1 Registrations for training are taken very seriously and we have a team of organisers who make arrangements upon your deposit being placed. Calendars are blocked out and the

mechanics to organise such a complex event begin almost immediately. For this reason, we strictly DO NOT ACCEPT requests for refunds.

The completed application form must be returned with your payment deposit for Browcademy to consider your application for the course/s you have selected.

21.2 Your final INV is due no later than 14 days prior to course commencement (unless otherwise discussed in writing). You should receive a separate email with the invoice attached. If you require a payment plan please contact Admin immediately [admin@thebrowcademy.com](mailto:admin@thebrowcademy.com) to see if you qualify. It will be assumed your registration has been canceled if payment is not received/arranged by this time, the deposit will be lost.

21.3 If you cancel within 14 days of the course commencement date, a cancellation fee equal to 30% of the full course fee may be applied. If you cancel 24 hrs before the course commencement date the full course fee will be deducted, and no money refunded. All deposits are non-refundable or transferable

21.4 Rescheduling/Cancellations made by conditions outside the control of an individual will be handled on a case by case basis. e.g. Covid/Accident or illness. Proof will need to be supplied along with any provisions the trainer may seek. e.g. medical certificate. A reschedule cost may be required depending on the date notified to cover the costs incurred that cannot be recovered e.g. catering, printed certificates, rostered staff, etc. If the trainer needs to make a change to the event date/venue for any reason students are given the option to reschedule or cancel with no financial penalty.

21.5 Browcademy reserves the right to reject an enrolment from someone under 18 years old or to restrict the involvement of such a person in some of the activities in the selected course/s.

21.6 As soon as Browcademy confirms acceptance of your enrolment a legally binding agreement will exist between you and Browcademy.

21.7 Upon receipt of the full course fee, Browcademy agrees to: Provide you with all necessary materials for your nominated course/s; Answer queries about your course; Provide feedback on your progress; Provide you with certification upon successful completion of a course

21.8 If you are paying by installments via Payright, you must agree that irrespective of changes in personal circumstances, you will pay all such installments on or before the date(s) agreed.

21.9 Certification and accreditation will not be released until course fees have been paid in full.

**NON DISCRIMINATION:** The principle of non-discrimination seeks “to guarantee that human rights are exercised without discrimination of any kind, based on race, colour, sex, language, religion, political or other opinions, national or social origin, property, birth or another status such as disability, age, marital and family status, sexual orientation and gender identity, health status, place of residence, economic and social situation”. All students are expected to follow this policy. If you feel that any of our content or behaviour falls outside of these guidelines please bring it to our attention.



21.10 If the minimum number of students is not met for a workshop Browcademy has the right to reschedule enrollments to the next class or any other suitable dates for the students. Browcademy is unable to process refunds for deposits in this instance.

## **22. Training Workshop Terms**

22.1 COURSE EVALUATION forms will be provided at the end of your workshop. Please fill them out as accurately and honestly as possible. Feedback is highly welcomed and will be used to amend future course structures if required. All students (post 3 months) will be backdated with any changes made. If you need to add any further feedback privately, please do so within 72 hours via: [info@thebrowcademy.com](mailto:info@thebrowcademy.com) and we will respond in a respectful and timely manner. Course feedback after this date will not be considered as there are students who simply lose interest and complain to seek refunds.

22.2 The course materials which Browcademy provides to you shall become your property. However, the content of the Course Materials, including all intellectual property and any material subject to copyright, shall remain the property of Browcademy or a third party nominated by Browcademy. You may not reproduce or sell any part of the Course Materials without the prior written consent of Browcademy

22.3 The Course will involve both theory and practical onsite elements as set out in the relevant Course Outline.

22.4 MENTORSHIP Your 1:1 communication gateway with your trainer will open once ALL theory and quizzes have been completed online. Your trainer will need to be notified once you are ready to get started.

We don't want you getting lost in our day-to-day operations so please only make contact using [info@thebrowcademy.com](mailto:info@thebrowcademy.com) (for training questions) [admin@thebrowcademy.com](mailto:admin@thebrowcademy.com) (for administration questions).

### **22.4 MENTORSHIP DETAILS**

Your trainer will provide practical exercises as part of your mentorship to help you refine your technique and artistic ability.

Don't forget you are welcome to ask business setup questions here too!

You can reach out as often as you like. Don't feel like you need to rush this stage, make the most of our connection until you feel like you're ready to LAUNCH!

### **22.5 MENTORSHIP ETIQUETTE**

Your trainer must respond to all questions and submissions within 24 hours, however most times they will reply very quickly. Please be respectful when you are reaching out and note trainers will respond within normal business hours only.

Calls can also be arranged around your trainer's working calendar. Just reach out and ask them for a suitable time in advance.

All messages sent through this platform must be course topic-related as outlined in the program. Students are required to initiate all communication. Teachers will not prompt

students for action or follow up on their progress. We are not responsible for sloppy use of the platform. If you are unsatisfied with the trainer's response or if it requires further feedback please reach out again or schedule a call so we can understand your individual learning needs. Voice messages are encouraged.

## 22.6 AWARD OF COMPETENCY

Once all steps are complete to the satisfaction of your trainer, you will Graduate from the program. From here you should be industry ready!!!!!! To congratulate you on your journey, a certificate for "COMPETENCY" will be given out to you personally.

22.8 CANCELLATION OF STUDENT CONTRACT can occur if students breach any terms or display behaviour that jeopardize mutual respect or business relationships. This can include but is not limited to intentions of miss-using intellectual property, contacting teachers on their personal platforms, slandering the company or its artist's publicity, displaying extreme negativity, bullying or harassment directly or on any supportive platform to name a few. Initiating complaints to third parties without giving BROWCADEMY a fair chance and/or reasonable time to meet expectations will also result in being removed from all program materials, contact, and platforms indefinitely.

## 23. Contact Information

Questions about the Terms of Service should be sent to us at [info@thebrowcademy.com](mailto:info@thebrowcademy.com)