

**APPLICATION TERMS AND CONDITIONS**

Momoco Pty Ltd, t/as GOBU ABN 31 609 853 803 (referred to as **GOBU**) provides a booking and payment platform for clients (**Clients**) and service providers (**Service Providers**) through which (i) Clients will be able to request same day appointments (**Client Booking Request**) for a beauty or other wellness service (**Beauty Service**) or accept offers from Service Providers for Beauty Services (**Client Confirmed Bookings**), (ii) Service Providers will be able to accept Booking Requests from Clients (**Service Provider Confirmed Bookings**) or propose appointments to Clients for Beauty Services (**Service Provider Offers**), and (iii) Clients will be able to pay for their Beauty Service (together the platform and services provided by GOBU are the **Services**). The Services are available on the GOBU mobile application (**App**).

1. **Contract**

- (a) These Terms and Conditions (**Terms**) form a binding legal agreement between GOBU and each person, organisation or entity using the App and Services (referred to as **User**). By using the App and Services, each User agrees to comply with and be legally bound by these Terms. Please read the Terms carefully. If there are any questions, please contact GOBU using the contact details at the end of these Terms.
- (b) The User's use of the App and the Services indicates that:
  - i. the User has had sufficient opportunity to access the Terms and contact GOBU;
  - ii. the User has read, accepted and will comply with the Terms;
  - iii. the User has legal capacity to enter into a contract for sale; and
  - iv. the User is 18 years or older, or if younger than 18 years, the User has the approval of its parent or guardian.

If this is not correct, or if the User does not agree to these Terms, the User is not permitted to use any of the Services.

- (c) GOBU may amend these Terms without notice at any time. Use of our Services following any such amendments will be deemed to be confirmation that the User accepts those amendments. GOBU recommends that each User check the current Terms, before continuing use of the Services. GOBU's agents, employees and third parties do not have authority to change the Terms.
- (d) These Terms supplement and incorporate:
  - i. the GOBU policies and terms and conditions, including without limitation the Privacy Policy posted on the App;
  - ii. the Assembly Payments Pty Ltd Terms and Conditions including their End User Agreement;
  - iii. the Apple, Inc. Terms and Conditions including, without limitation, the Licensed Application End User License Agreement provided therein;
  - iv. the Android, Google Inc. Terms and Conditions including, without limitation, the License Agreement and Terms of Application; and
  - v. the Google+ Policy including, without limitation, the User Content and Conduct Policy.
- (e) GOBU's Privacy Policy sets out how GOBU collects, uses and protects the personal information of its Users and is available on the App.

2. **Introductory Service Only**

- (a) The GOBU platform is an online introductory platform for Clients and Service Providers and is not an employment agency or labour hire business. By accessing or using the App, you acknowledge that Service Providers are not employees, contractors, partners or agents of GOBU. Users agree that GOBU's responsibilities are limited to facilitating the availability of the App and the Services.
- (b) Clients will be able to book and pay for Beauty Services through the App. When a User books a Beauty Service, they accept any terms and conditions set out in the relevant Booking Confirmation.

- (c) GOBU is not a party to any agreement entered into between a Client and a Service Provider. GOBU is not a referrer or booking agent, and provides no such related services. GOBU has no control over the conduct of Clients and Service Providers and any other users of the App and the Services. GOBU disclaims all liability in this regard, as set out in these Terms.
- (d) Any arrangement between a Client and a Service Provider is solely between the Client and Service Provider. It is strictly and expressly not part of the User's agreement with GOBU.

### 3. **Online Registration**

- (a) Access to the App as a Client may require Users to log in using their Google+ account or to register for an account (**Client Account**). If a User signs in using their Google+ account, the User authorises GOBU to access certain information on their Google+ account including but not limited to their current profile photo on their Google+ account and other basic information.
- (b) Access to the App as a Service Provider may require Users to submit an application to GOBU, which if approved, will allow the Service Provider to register an account (**Service Provider Account** which together with Client Accounts are an **Account**).
- (c) Each User may only have one (1) Account on the App.
- (d) Basic information is required when registering on the App for a Client Account. Each User is required to provide certain information including name, email address, and location and select a username and password.
- (e) Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. GOBU reserves the right to suspend or terminate any User's Account and his/her access to the App and Services if any information provided to GOBU proves to be inaccurate, not current or incomplete.
- (f) To keep information secure and confidential, GOBU uses SSL Certificates to establish an encrypted link between a server and a User. Further information on the storage and security of personal information can be found in our Privacy Policy.
- (g) It is the User's responsibility to keep its Account details, username and password confidential. The User is liable for all activity on its Account, including purchases made using its account details. The User agrees that it will not disclose its password to any third party and that it will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions.
- (h) The User will immediately notify GOBU of any unauthorised use of its Account.

### 4. **Users and User Profiles**

- (a) Each User should report to GOBU, any activities or requests of Users which are, or which the User reasonably believes to be:
  - i. suspicious;
  - ii. inconsistent;
  - iii. illegal; or
  - iv. likely to have a negative effect on the reputation of GOBU, the App, Services and/or a User.
- (b) Users are not permitted to share the contact information of other Users.
- (c) Each User represents and warrants that any content that it provides or posts:
  - i. will not breach any agreements it has entered into with any third parties;
  - ii. will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any User in its local area and country; and
  - iii. will not conflict with the rights of third parties.
- (d) For the avoidance of doubt, GOBU assumes no responsibility for a User's compliance with any applicable laws, rules and regulations.
- (e) GOBU reserves the right, at any time and without prior notice, to remove or disable access to any Account for any reason, including Accounts that GOBU, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the App or Services.

5. **Cancellation Policy**

- (a) Any Client Confirmed Booking or Service Provider Confirmed Booking can be cancelled without penalty if cancelled before 30 mins from the scheduled appointment. Any cancellation within 30 mins of the scheduled appointment or no show will incur a Cancellation Fee as set out on the App.

6. **Ratings and Reviews**

- (a) Users may rate a Service Provider Account (**Rating**), via Google+ or via the App which determines the popularity of individual Service Provider Accounts. Clients may also provide feedback to Service Providers regarding Beauty Services purchased by that Client (**Review**).
- (b) Ratings and Reviews of a Service Provider can be viewed by any User via Google or via the App. Ratings and Reviews will remain viewable until the relevant Service Provider's Account is removed or terminated.
- (c) Clients must provide true, fair and accurate information in their Review.
- (d) If, in GOBU's reasonable assessment, the Review is untrue, unfair, inaccurate, offensive or inappropriate, GOBU may delete the Review on the App or ban the Client from posting the Review. GOBU does not undertake to review each Review made by a Client.
- (e) To the fullest extent permitted by law, GOBU is not responsible for the content of any Reviews.

7. **Payments**

- (a) Clients and Service Providers are not required to pay any fees for their registration on the App but may be required to pay Fees for any other Services that they request which are available on our App.
- (b) **Clients:** Clients acknowledge that the use of the Services may result in charges to them including:
  - i. the amount due and payable for the Beauty Services they receive from Service Providers (**Service Provider Fees**); and
  - ii. the third party payment processor fee.
- (c) **Service Providers:** Service Providers acknowledge that the use of the Services may result in charges to them when they provide Beauty Services including a GOBU Service Fee as set out on the Site.
- (d) Each User agrees to pay the relevant fees in the currency specified on the App at the time specified on the App.
- (e) Goods and Services Tax (**GST**) will be charged where applicable.
- (f) The User may pay for the Services by debit or credit card. The payment will be pre-authorised after a booking request from a Client and processed upon confirmation from the Service Provider of the booking of the Beauty Service. The User must not pay, or attempt to pay, for the Services through any fraudulent or unlawful means. If a User's pre-authorisation is not able to be successfully processed then the request for a booking may be cancelled.
- (g) In the absence of fraud or mistake, all payments made are final and the User shall not have the right to cancel its purchase for any reason and further each User agrees to satisfy all such payments made, with exception to action taken under the Cancellation Policy and the Refund Policy set out in these Terms.
- (h) If the User makes a payment by debit or credit card, the User warrants that the information provided to GOBU is true, accurate and complete, that the User is authorised to use the debit or credit card to make the payment, that the payment will be honoured by the card issuer, and that the User will maintain sufficient funds in the account to cover the purchase price.
- (i) Service Providers will receive the Service Provider Fees minus any GOBU Service Fee via their Stripe account 48 hours after the Beauty Service has been completed if no Beauty Service Dispute has been raised.

- (j) Nothing prevents GOBU from taking any action necessary to recover any unpaid fees. If the User fails to pay, the User's information will be passed on for collection and or legal action. The User acknowledges and agrees that it is liable for and will pay all costs including debt collection, commission, solicitor's fees and any out of pocket expense. If the User at any time exceeds GOBU's payment terms and as a result are passed on for collection and or legal action, GOBU may place a default against the User with a credit reporting agency.
- (k) GOBU's pricing structure or payment methods may be amended from time to time at its sole discretion. After a pricing change, each User has the choice to continue using the App, or to cease to use the App without penalty.

### 8. **Offers and Promotions**

- (a) GOBU may, from time to time, make offers or promotions which may be applicable to the Services.
- (b) The conditions of such offers or promotions will be specified on the App.
- (c) The User acknowledges and agrees that GOBU may, at its sole discretion, remove or extend any offers or promotions, and GOBU will not be responsible or liable for any potential loss or damage which the User incurs as a result of the removal or extension of any offers or promotions.

### 9. **Dispute Resolution**

- (a) By using our App and Services, each User agrees that any legal remedy or liability that he or she may seek to obtain for actions or omissions of a Client or Service Provider or other third party, will be limited to a claim against the Client or Service Provider or other third party, who caused harm to him or her. GOBU encourages Users to communicate directly with the relevant Client or Service Provider or third party to resolve any disputes.
- (b) Beauty Service Dispute: A Client, within 48 hours of the completion of the Beauty Service, may lodge a claim regarding the Beauty Service with Us. A Client may also lodge a claim if the Beauty Service has not been provided at the scheduled time within 48 hours of the scheduled start time of the Beauty Service. (These two periods are the **Claim Lodgment Period**) If a claim is lodged by a Client during the Claim Lodgment Period, We will examine the claim as set out below.
- (c) A client must lodge a claim by using the email at the end of these Terms or via the App. We will investigate the matter, using evidence provided by both the Client and the Service Provider to determine, in Our sole discretion, whether (i) a partial or full refund of the Service Provider Fees (minus any third party payment processor fees) should be made to the Client, or (ii) partial or full payment of the Service Provider Fees (minus any commission due to Us) should be made to the Service Provider. We may, at Our sole discretion, refund part or all of any commission already paid to Us by the Client.
- (d) Users must provide any evidence requested by Us within 7 days of request in order for a claim to be resolved. Any subsequent decision on a claim will be at Our sole discretion and Users release Us from any liability in this respect.
- (e) GOBU welcomes feedback from its Users. GOBU seeks to resolve concerns quickly and effectively. If any User has any feedback or questions about the Services, please contact any member of the staff.
- (f) If there are any complaints from a User, GOBU will aim to respond and provide a suitable solution within 45 days. If a User is not satisfied with GOBU's response, the User and GOBU agree to the following dispute resolution procedure:
  - iii. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The User and GOBU agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).

- iv. If a resolution cannot be agreed upon at the Initial Meeting, either the User or GOBU may refer the matter to a mediator. If the User and GOBU cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. Each party to the dispute must attend the mediation in good faith, to seek to resolve the dispute.
  - (g) Any attempts made by a party to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of either party under these Terms, by law or in equity.
10. **Cancellation of Registration**
- (a) If a User wishes to cancel its registration, it will need to do so in writing by contacting us at the email address at the bottom of these Terms. Users can also deactivate their Account at any time via the App.
  - (b) No refunds will be made upon cancellation except as specified in the Refund Policy set out in these Terms.
11. **Consumer Guarantees**
- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer the User with rights, warranties, guarantees and remedies relating to the provision of Services by GOBU to the User which cannot be excluded, restricted or modified (**Statutory Rights**).
  - (b) If the User is a consumer as defined in the ACL, the following notice applies to the User from GOBU: "GOBU guarantees that the Services supplied to the User are rendered with due care and skill; fit for the purpose that GOBU advertises, or that the User has told GOBU he, she or it is acquiring the Services for or for a result which the User has told GOBU he, she or it wishes the Services to achieve, unless GOBU considers and discloses that this purpose is not achievable; and will be supplied within a reasonable time. To the extent GOBU is unable to exclude liability; GOBU's total liability for loss or damage suffered or incurred by the User from the Services is limited to GOBU re-supplying the Services to the User, or, at GOBU's option, GOBU refunding to the User the amount he, she or it has paid GOBU for the Services to which his, her or its claim relates."
  - (c) Nothing in these Terms excludes a User's Statutory Rights as a consumer under the ACL. The User agrees that GOBU's liability for Services provided to Users who are defined as consumers is governed solely by the ACL and these Terms.
  - (d) GOBU excludes all conditions and warranties implied by custom, law or statute except for the User's Statutory Rights. Except for the User's Statutory Rights, all material and work is provided to the User without warranties of any kind, either express or implied, and GOBU expressly disclaims all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
12. **Refund Policy**
- (a) GOBU will provide refunds as required under the Australian Consumer Law.
  - (b) Any refund of a Beauty Service is strictly a matter between the Client and Service Provider apart from a Beauty Service Dispute as set out above.
13. **Intellectual Property**
- (a) All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trade marks, trade names, patent, know-how, trade secrets and any other intellectual or industrial property whether such rights are capable of being registered or not (collectively **Intellectual Property**), including but not limited to copyright which subsists in all creative and literary works displayed on the App and Services, the layout, appearance and look of the App, together with any applications for registration and

any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether used or contained in the App is owned, controlled or licensed to GOBU (or its affiliates and/or third party licensors as applicable).

- (b) The User agrees that, as between the User and GOBU, GOBU owns or holds the relevant licence to all Intellectual Property rights in the App and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, App and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information only as authorised by GOBU or the owner of the content.
- (c) Some Intellectual Property used in connection with the App and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
- (d) GOBU's Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of GOBU or the applicable trademark holder or Intellectual Property owner.
- (e) Users of the App do not obtain any interest or licence in the Intellectual Property or Third Party Marks without the prior written permission of GOBU or the applicable Intellectual Property owner. Users may not do anything which interferes with or breaches the Intellectual Property rights.

### 14. **User Licence**

- (a) Subject to these Terms, GOBU grants the User a personal, non-exclusive, non-transferable, limited and revocable licence to use the App and Services for its own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the App and Services in any other way or for any other purpose, apart from local fair dealing legislation in accordance with the *Copyright Act 1968* (Cth). All other uses are prohibited without GOBU's prior written consent.
- (b) The right to use the App and Services is licensed to the User and not being sold to the User. A User has no rights in the App and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the App and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

### 15. **Permitted and Prohibited Conduct**

- (a) The User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App and Services, or Intellectual Property.
- (b) The User is solely responsible for compliance with any and all laws, rules, regulations, including but not limited to tax obligations that may apply to its use of the App and Services.
- (c) The User must not post, upload, publish, submit or transmit any content that:
  - i. infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - ii. is fraudulent, false, misleading or deceptive;
  - iii. denigrates GOBU, the App, Services, Clients or Service Providers;
  - iv. violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - v. is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

- vi. is violent or threatening or promotes violence or actions that are threatening to any other person; or
  - vii. promotes illegal or harmful activities or substances.
- (d) In connection with the User's use of the App and Services, the User may not and agrees that it will not:
- i. use the App or Services for any commercial or other purposes that are not expressly permitted by these Terms;
  - ii. register for more than one Account or register for an Account on behalf of another individual and/or entity;
  - iii. use the Services to find a Service Provider or a Client and then complete, or assist another individual to complete, a booking or transaction or services in addition to the Beauty Services booked through GOBU, independent of the Services in order to circumvent the obligation to pay any fees related to GOBU's provision of the Services;
  - iv. post any Review or upload any content (including but not limited to User Content) that is offensive, contains nudity or inappropriate language, contains racial or religious ranting or discrimination or defames another User or Account;
  - v. submit any false or misleading information;
  - vi. as a Service Provider, offer any Beauty Services that it does not intend to honour or cannot provide;
  - vii. as a Client, make any offers to or request any bookings from the Service Providers that it does not intend to honour;
  - viii. violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
  - ix. copy, store or otherwise access any information contained on the App and Services or content for purposes not expressly permitted by these Terms;
  - x. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
  - xi. use the App or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
  - xii. use the App or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
  - xiii. stalk or harass any other user of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User on the App;
  - xiv. use, display, mirror or frame the App, or any individual element within the App, Services, GOBU's name, any GOBU trademark, logo or other Intellectual Property, information, or the layout and design of any page or form contained on a page, without GOBU's express written consent; or
  - xv. advocate, encourage, or assist any third party in doing any of the foregoing.

**16. User Content**

- (a) Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content or any Intellectual Property on or through the App and Services, the User grants to GOBU a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content and Intellectual Property, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content and Intellectual Property on, through, or by means of the App and Services.

- (b) The User agrees that it is solely responsible for all User Content and Intellectual Property that it makes available through the App and Services. The User represents and warrants that:
  - i. it is either the sole and exclusive owner of all User Content and Intellectual Property that it makes available through the App and Services, or that it has all rights, licences, consents and releases that are necessary to grant to GOBU the rights in such User Content or Intellectual Property, as contemplated under these Terms; and
  - ii. neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or GOBU's use of the User Content (or any portion thereof) on, through or by means of the App and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- (c) GOBU may at its sole discretion remove any User Content that is offensive or in breach of these Terms.

**17. Disclaimers**

- (a) GOBU does not guarantee that Beauty Services will be requested by any Clients, nor does GOBU guarantee that Clients will be able to find desirable Service Providers or Beauty Services.
- (b) GOBU does not endorse any Clients, Service Providers or Beauty Services. GOBU requires Service Providers and Clients to confirm that they have provided accurate information. GOBU does not perform any sort of background checks of Clients or Service Providers, and does not confirm, any Client or Service Provider's identity or Beauty Services.
- (c) GOBU cannot and does not control the condition, legality or suitability of any Service Provider or Beauty Services. Clients are responsible for determining the identity and suitability of Service Providers that they contact via the Services.
- (d) GOBU accepts no responsibility for and makes no representations or warranties to the User or to any other person or entity as to the reliability, accuracy or completeness of the information contained on the App. GOBU disclaims any and all liability related to any and all Clients, Service Providers or Beauty Services.
- (e) By using the App or Services, the User agrees that any legal remedy or liability that it seeks to obtain for actions or omissions of other Clients or Service Providers or other third parties will be limited to a claim against the Client or Service Provider or other third party who caused it harm. GOBU encourages the User to communicate directly with the relevant Client or Service Provider on the App and Services regarding any communications or arrangements made between them and to resolve any dispute between them.
- (f) To the fullest extent allowable under applicable law, GOBU disclaims all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the App or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.
- (g) For the avoidance of doubt, GOBU is not responsible for any duties, fees, taxation, visa or immigration matters associated under these Terms. GOBU advises that all Users using the App and Services should seek advice in relation to these matters.
- (h) Each Client and Service Provider who uses the App and the Services does so at their own risk.
- (i) GOBU excludes all express and implied conditions and warranties, except for the User's Statutory Rights, to the fullest extent permitted by law, including but not limited to:



- i. GOBU expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
- ii. GOBU does not warrant that the App, the Services, content on the App (including pictures, videos, sound clips, resumes, links etc.), or the User's access to the App or the Services will be error free, that any defects will be corrected or that the App or the server which stores and transmits material to the User is free of viruses or any other harmful components;
- iii. GOBU takes no responsibility for, and will not be liable for, the App, the Services, the Clients, the Service Providers and the Beauty Services being unavailable, of a particular standard of workmanship, failing to meet the User's needs, or being of less than merchantable quality; and
- iv. GOBU will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal, bodily injury, death or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the App, Services, content on the App, inability to access or use the App, the Services, any Beauty Services or the Terms, even if GOBU was expressly advised of the likelihood of such loss or damage.

- (j) The User agrees not to attempt to impose liability on, or seek any legal remedy from GOBU with respect to such actions or omissions.

**18. Limitation of Liability**

- (a) To the extent permitted by law, GOBU's total liability arising out of or in connection with the App, the Services or the Terms, however arising, including under contract, tort, negligence, in equity, under statute or otherwise, is limited to GOBU re-supplying the Services to the User, or, at GOBU's option, GOBU refunding to the User the amount it paid for the Services to which its claim relates. GOBU's total liability to the User for all damages in connection with the Services will not exceed the price paid by the User under these Terms for the 12 months period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between GOBU and the User. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the User.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of GOBU.

**19. Indemnity**

- (a) Each User agrees to defend and indemnify and hold GOBU (and GOBU's parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.

- (b) GOBU reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the App or Services. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by the User, but may be assigned by GOBU without restriction.

20. **General**

- (a) **Accuracy:** While GOBU will endeavour to keep the information up to date and correct, GOBU makes no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the App for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes, inaccuracies or errors and GOBU expressly excludes any liability for such to the fullest extent permissible by law.
- (b) **Termination:** GOBU reserves the right to refuse supply of the Services required by any User, terminate any User's Account, terminate its contract with any User, and remove or edit content on the App, if the User commits a non-remediable breach or a remediable breach that is not remedied within 5 days, in its sole discretion. If GOBU decides to terminate a User's Account any of the following may occur, with or without notice to the User: (a) the User's Account will be deactivated, its password will be disabled and it will not be able to access the App, Services, its Account or its User Content; (b) any pending or future booking (in respect of a Client or Service Provider) will be immediately terminated; (c) GOBU may communicate to the relevant Client or Service Provider that the booking has been cancelled; (d) GOBU may refund the Client in full, regardless of the cancellation and refund policy; (e) GOBU may contact Client to inform them of potential alternative Beauty Services available from different Service Providers on the App and Services; and (f) the User will not be entitled to any compensation for bookings that were cancelled as a result of a suspension, deactivation or termination of their Account.
- (c) **Fraudulent Activities:** Each User acknowledges and agrees that, in the event GOBU reasonably suspects that there are fraudulent activities occurring within the App and Services, GOBU reserves the right to immediately terminate any Accounts involved in such activities, contact the relevant authorities and provide all necessary information to assist in proceedings and investigations.
- (d) **Force Majeure:** GOBU will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control.
- (e) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- (f) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by GOBU of any of the Terms shall be effective unless GOBU expressly states that it is a waiver and GOBU communicates it to the User in writing.
- (g) **Assignment:** A User must not assign any rights and obligations under the Terms whether in whole or in part without GOBU's prior written consent.
- (h) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (i) **Jurisdiction and Applicable Law:** These Terms, use of the App, the Services and any dispute arising out of any User's use of the App or Services is subject to the

laws of New South Wales, Australia, and subject to the exclusive jurisdiction of the New South Wales courts. The App may be accessed throughout Australia and overseas. GOBU makes no representation that the content of the App complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the App from outside Australia, it does so at its own risk and are responsible for complying with the laws in the place where he/she accesses the App.

- (j) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between GOBU and each User, and supersede any prior agreement, understanding or arrangement between GOBU and each User, whether oral or in writing.

**For questions and notices, please contact:**

Momoco Pty Ltd, t/as GOBU ABN 31 609 853 803  
Suite 1, Level 1, 97 Grafton St, Bondi Junction NSW 2022, Australia  
Email: [help@gobuapp.com](mailto:help@gobuapp.com)

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