

GW FACIAL THERAPY® (GW) 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.

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, IP Licensee, Licensee, Facial Focus Day participant, 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 GW Member account registration information. To assure your continued receipt of Email Notifications, you must notify us each time you change your Email address.

THE GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PROSPECTIVE STUDENTS, STUDENTS, LICENSEES, SUBSCRIBERS, REFERRERS, GW 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.

B. Refusal of Membership.

We reserve the right to reject any request for Subscriptions, 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, the GW Resource Library, training materials, facial techniques, facial treatments, 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, the sharing or training of any of our facial techniques or facial treatments, 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, safety 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 TRAINING AND 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 and Returns

Refunds are not provided merely because you change your mind, forget to cancel, do not use the services, or experience results that differ from your expectations, except where expressly agreed by us.

In regard to subscriptions - if GW terminate any monthly or annualised subscription for the GW Resource Library 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.

Training –

More than 60 days' notice: 100% refund

Between 60 and 30 days' notice: 50% refund

Less than 30 days: No refund available

GW skincare products - We cannot provide refunds for 'change of mind' reasons. If the product is faulty you can return the unused goods and if we find there is a manufacturing problem we will refund or replace the goods for you.

R. Trading Restrictions.

Please note that you cannot use any GW Facial Therapy® trademarks without authorisation from GW Facial Therapy authorizing you to do so.

The current GW Facial Therapy Trademarks are -

2105318 – GW Facial Therapy®

2204863 – GW Facial Therapy®

2030998 – Gorgeous Woman Japanese Facial Rejuvenation®

1866247 – Gorgeous Woman Skin Care®

1861434 – Gorgeous Woman Potent Infusion®

2194312 - GW Argan Elixir®

1748104 – MANOIL8®

2441741 – GW logo

S. Quality Controls.

To ensure the quality, authenticity and integrity of GW Facial Therapy® treatments, we have established the following policy for the benefit of all our GW therapists. In order to be recognised as a GW Facial Therapist and practice GW techniques, you must -

1. Successfully complete an in-person GW course
2. Maintain your Membership/subscription to the GW Membership Resource Library for ongoing reference.

Restrictions -

To use the GW trademarks or offer any GW treatment to clients -

1. You must be a current GW Member/subscriber to the GW Resource Library, have completed the training course for that treatment in-person and hold the numbered Certificate as proof. Certificates should be displayed on your clinic wall.
2. You can cancel your membership/subscription anytime but this would mean you would no longer be able to use the GW trademarked names including referring to yourself as a GW Facial Therapist.
3. To offer the exclusive GW Japanese Facial Rejuvenation treatment, you must remain a current annual GW member/subscriber, hold a GW Japanese Facial Rejuvenation Certificate, and for authenticity, exclusively use GW techniques and GW skincare products as recommended by GW Founder and Master Trainer Anna. Other treatments do not require compulsory use of GW products although they are recommended for best results.
4. To continue to use GW Facial Therapy techniques, Products, this web site, Training Notes, or pay a subscription and/or purchase and use Products and Licenses, you agree with these Terms and Conditions and agree to abide by them.

T. 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

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