

ENHANCE CONNECTIONS – General Terms and Conditions:

1. Introduction & Acceptance.

ENHANCE CONNECTIONS provides only professional, health and wellbeing-focused massage therapy services. Nothing outside the scope of this is provided. Please address your massage therapist the way you would a health care provider.

- 1.1. This website and content on the associated booking portal are owned and operated by "ENHANCE CONNECTIONS" (ABN: 97 314 290 024).
- 1.2. Using this website and booking an ENHANCE CONNECTIONS Massage, is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this website including but not limited to the terms of:
 - a) ENHANCE CONNECTIONS Privacy Policy: www.enhanceconnections.com.au/privacy-policy
 - b) And any third-party terms and conditions
- 1.3. By booking and purchasing Goods and/or Services you acknowledge, accept and agree to be bound by ENHANCE CONNECTIONS General Terms and Conditions.
- 1.4. The Terms do not affect your statutory rights as a consumer.

2. Use of Your Personal Information.

- 2.1. ENHANCE CONNECTIONS only uses your personal information in accordance with ENHANCE CONNECTIONS Privacy Policy www.enhanceconnections.com.au/privacy-policy
- 2.2. Please take the time to read the Privacy Policy as it includes important terms which apply to you and your personal information.

3. Booking Messages.

3.1. Prices subject to change:

All prices, including surcharges, are subject to change by ENHANCE CONNECTIONS in its sole discretion without notice. Prices shown are based on current commercial rates. Promotional offers, including complimentary or free massage services, are valid during promotional periods only as determined by ENHANCE CONNECTIONS.

3.2. Booking Process:

As you book your massage, you'll be redirected to ENHANCE CONNECTIONS "Setmore" Booking Portal and asked to create a Profile. By creating a profile it enables you to log-in to your account next time you visit - you won't be asked to enter your information when booking an appointment in the future. Profile login reduces the time spent booking appointments and makes the process simple and quick.

"My Schedule" in your profile doubles as an appointment database that stores all the appointments you have booked to date and those upcoming - so you can keep track of your bookings.

Once a booking has been made, we'll follow up with an invoiced receipt and confirmation email with your links for your future sign-in to book your next ENHANCE CONNECTIONS massage.

3.3. Rescheduling:

Booking massages on our "Setmore" Booking Portal shall be subject to availability of Therapist for requested day and time. Sometimes due to unforeseen circumstances ENHANCE CONNECTIONS needs to cancel or re-schedule the supply of Goods and/or Services, the subject of a Booking Confirmation.

Should ENHANCE CONNECTIONS be unable to meet the request submitted by you at the time of booking, ENHANCE CONNECTIONS shall communicate with you (email, phone, text) and offer the next available service delivery time as a rescheduled appointment. If the rescheduled appointment is not convenient or acceptable to you, you can respond to the notification and choose a more appropriate day/time as a rescheduled appointment by the customer.

If a mutually convenient day/time is unable to be agreed upon, the booking confirmation shall be cancelled by ENHANCE CONNECTIONS and will refund you the full amount paid by you for the Service Request, the Booking Confirmation will be cancelled and you agree that ENHANCE CONNECTIONS will have no further liability or responsibility to you relating to the Service Request or Booking Confirmation.

3.4. Private health insurance claims:

Once you have received your massage ENHANCE CONNECTIONS shall provide a written receipt, which allows claiming through your private health insurer (if applicable). Customer/Client is to inform ENHANCE CONNECTIONS if this is required at time of booking.

4. Payment.

Preferred method of payment is direct debit or credit card; payments are made via our secure PayPal gateway on our Booking Portal. Because we're mobile, we only accept payments at the time of booking. Confirmation and payment details will be emailed with your invoice/receipt.

Parking fees may be charged if no-onsite or close parking is available and an additional travel charge of \$25/half hour travel for out-of-area locations. See the towns and villages we service on our about page, www.enhanceconnections.com.au/about.

Confirmation of an appointment is acknowledgement of our cancellation policy in Clause 5 below.

- 4.1.** The "Setmore" Booking Portal utilises the payment gateway operated by PayPal (Payment Gateway) to: (a) collect Booking Proceeds; and (b) make Partial and Full Refund(s).
- 4.2.** You can only purchase Goods and/or Services the subject of a Service Request by using the Payment Gateway with a valid credit card or debit card bearing the Mastercard, Visa or American Express symbol (Payment Card).
- 4.3.** Any credit card or debit card and associated payment details you use through the payment process will be held by the Payment Gateway and not by ENHANCE CONNECTIONS. For

more information about protection of your personal information, please see our Privacy Policy www.enhanceconnections.com.au/privacy-policy and the privacy policy of PayPal.

- 4.4. All prices quoted on the Booking Portal and Payment Gateway are in Australian Dollars and unless expressly stated otherwise are inclusive of GST.
- 4.5. All prices quoted on the Booking Portal and Payment Gateway are subject to change without notice and all Goods and/or Services displayed on the Booking Portal are subject to availability.
- 4.6. ENHANCE CONNECTIONS reserves the right to refuse the Service Request if we are unable to process your payment or we reasonably believe that your payment for the Service Request will be refused.

5. Cancelling a Massage.

Subject to clause 5.1, you may cancel or withdraw a Service Request despite a Booking Confirmation and receive a refund of 100% of the amount paid via the Booking Portal in relation to the Service Request (Full Refund).

- 5.1. If you cancel or withdraw a Service Request despite a Booking Confirmation:
 - a) less than twenty-four (24) hours prior to the time the Services were to be performed as specified in the Booking Confirmation, you acknowledge and agree that you will only be entitled to a refund of 50% of the Booking Proceeds (Partial Refund); and the balance will be refunded to you in the form of a gift certificate.
 - b) less than four (4) hours prior to the time the Services, the subject of the Booking Confirmation, were to be performed as specified in the Booking Confirmation, you acknowledge and agree that you are not entitled to a refund of any of the Booking Proceeds.

7. Policy Regarding Minors.

This policy will not supersede any code of conduct or state regulations regarding the provision of massage services to minors.

- 7.1. A parent/guardian of any child under 18 must provide written permission via the *ENHANCE CONNECTIONS Minor Parental Permission Form* prior to the minor receiving a massage service. The form must be signed and dated by the parent/guardian in the presence of an ENHANCE CONNECTIONS therapist, and the therapist observing the completion of the form must also sign and date the form.
- 7.2. Children age under 18 must be accompanied by a parent/guardian at all times during services delivery. The parent/guardian must be present in the room throughout the entire session while the minor is receiving their massage service.

8. Service Delivery.

Therapist shall deliver the requested therapy in accordance with ENHANCE CONNECTIONS Code of Practice & Code of Ethics accessible on our website.

8.1. Termination of Service Delivery:

ENHANCE CONNECTIONS reserves the right to terminate service delivery if, in ENHANCE CONNECTIONS sole discretion, ENHANCE CONNECTIONS determines that the Client has engaged in inappropriate behaviour with ENHANCE CONNECTIONS massage therapist or otherwise presents behavioural concerns. ENHANCE CONNECTIONS may also deny accessing ENHANCE CONNECTIONS services in the future.

9. Intellectual Property.

- 9.1. All text, graphics, photographs, trademarks, logos, and artwork including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the Website and Booking Portal is owned by ENHANCE CONNECTIONS, and is protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws.
- 9.2. You may only use information on the Website and Booking Portal for personal, non-commercial informational purposes. No content on the Website and Booking Portal may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without ENHANCE CONNECTIONS prior written consent.

10. Reviews and Ratings.

- 10.1. The "Setmore" Booking Portal is an open forum for Customers to comment on the experience they have had with Goods and/or Services purchased via the Portal.
- 10.2. A Customer can only post one (1) review per Booking Confirmation.
- 10.3. The ratings contained on "Setmore" Booking Portal (Rating(s)) are for informational purposes only and do not constitute advice. You should not rely on Ratings to make (or refrain from making) or take (or refrain from taking) any action.
- 10.4. Ratings are the opinions of Customers and any statements, advice or opinions made are those of such Customers only and not ENHANCE CONNECTIONS.
- 10.5. Subject to Australian Consumer Law, ENHANCE CONNECTIONS reserves the right to include or exclude any Rating and take necessary steps to protect ENHANCE CONNECTIONS, Therapists and other Customers from any offensive, abusive, hateful, discriminatory or malicious content, including termination of Accounts. Refer to Unauthorised Use section below for more detail.
- 10.6. To ensure the integrity of the Booking Portal, ENHANCE CONNECTIONS will not remove or edit reviews where ENHANCE CONNECTIONS believes that doing so would be in breach of Australian Consumer Law.

11. Review of Transmissions.

- 11.1.** You agree that if you submit Ratings, suggestions, comments, questions or post any other content on the Booking Portal, you grant ENHANCE CONNECTIONS the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content in any form, media or technology.
- 11.2.** ENHANCE CONNECTIONS takes no responsibility and assumes no liability for any content posted or submitted by you or by other Customers or Users of the Booking Portal. You warrant to ENHANCE CONNECTIONS that any such material posted or submitted by you to the Booking Portal complies with all laws and does not breach the intellectual property rights of any person and you agree to indemnify ENHANCE CONNECTIONS against claims of any kind arising from a breach by you of that promise, including legal fees on an indemnity basis.

12. Third Party Sites.

- 12.1.** The Website and Booking Portal may contain links to other third party websites (Linked Websites). The Linked Websites are not under the control of ENHANCE CONNECTIONS nor is ENHANCE CONNECTIONS responsible for the practices, content or availability of the Linked Websites. A link to a Linked Website does not imply ENHANCE CONNECTIONS endorsement of, sponsorship of, or affiliation with the Linked Website. ENHANCE CONNECTIONS provides the links as a convenience only. If you decide to access Linked Websites, you do so at your own risk, and ENHANCE CONNECTIONS will not be held responsible or liable for any loss or damages caused by your access or use of the Linked websites including your reliance on any contents, goods or services available on the Linked websites.

13. Availability.

- 13.1.** The Website and Booking Portal may be unavailable at certain times including to allow for maintenance and upgrades. Although ENHANCE CONNECTIONS endeavours to notify Customers in advance of any service unavailability, this cannot be guaranteed and ENHANCE CONNECTIONS reserves the right to alter or withdraw the service at any time.

14. Our Right to Vary These Terms.

- 14.1.** ENHANCE CONNECTIONS reserves the right to amend these Terms from time to time.
- 14.2.** Every time you access the Website and/or Booking Portal, the Terms in force at the time of your access will apply to your use of the Website and Booking Portal.