

NuLumiere Studios Pty Ltd ABN 46 691 833 155

Terms and Conditions

DISCLAIMER: Use of Tanning, Skin and Red Light Therapy services involves inherent risks and may result in injury, adverse reactions, or serious harm. Risks may include, but are not limited to, allergic reactions, underlying health conditions, respiratory issues, and slips or falls. By using our Services, you acknowledge and accept these risks. Please refer to our full liability waiver for further details. If you experience any medical emergency during or after use, seek immediate assistance by calling emergency services on '000'.

1 INTRODUCTION

(a) NuLumiere Studios Pty Ltd ABN 46 691 833 155 (NuLumiere Studios, our, we or us) provides a 24/7 automated wellness, tanning and light therapy studio (Services). Services may be purchased on a casual basis or via Membership.

(b) By making a booking or otherwise making payment for Services (Booking), you automatically become a Client of NuLumiere Studios and agree to be bound by these Terms.

(c) We may change these Terms at any time by updating our website www.nulumierestudios.com.

2 TERM

(a) This agreement commences on the date of Booking.

(b) Memberships have a minimum term of 2 months and automatically renew unless terminated in accordance with clause 14.

3 ACCOUNT

3.1 GENERAL

(a) To make a Booking for Tanning, Skin and Red Light Therapy Services, you will be required to purchase a single, package or membership product via our website and register an account

(b) As part of the account registration process and as part of your continued use of the website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses,

mobile phone number, bank account information, and other information as determined by us from time to time.

(c) We may suspend or cancel your Account if you do not comply with these terms or any other reason on notice to you.

DISCLAIMER:

Use of Services may involve risk including allergic reactions, skin sensitivity, respiratory risks, or injury. Seek medical attention if required.

3.2 BOOKINGS

(a) To make a Booking for Tanning, Skin and Red Light Therapy Services, you will be required to purchase a single, package or membership product via our website and register an account

(b) Membership inclusions are as defined on our website.

(c) You must attend within your allocated booking time.

4 DISCLAIMERS

(a) (Risk of injury) You acknowledge and agree that participation in any NuLumiere Studios Services is undertaken entirely at your own risk. You understand that such Services may involve inherent and unforeseen risks, including but not limited to injury, illness, allergic reaction, equipment failure, negligence of other users, or, in rare cases, serious harm or death.

You voluntarily assume full responsibility for any loss, damage, injury, or adverse outcome you may suffer arising from or in connection with your use of the Services, whether caused by negligence or otherwise, to the fullest extent permitted by law.

To the maximum extent permitted under applicable law, you irrevocably release, discharge, and hold harmless NuLumiere Studios Pty Ltd, its directors, employees, contractors, and affiliates from any and all claims, liabilities, damages, losses, or expenses (including legal costs) arising out of or in connection with your participation in or use of the Services.

(b) (Pre-existing Conditions) You warrant that you do not suffer from any injury, medical condition, physical limitation, or predisposition to illness or injury that may affect your safe participation in NuLumiere Studios Services. If you are aware of any such condition, you acknowledge that you participate entirely at your own risk.

You are solely responsible for assessing your suitability to use the Services. If you have any doubt as to your ability to safely participate, you must not proceed. NuLumiere Studios Pty Ltd accepts no responsibility for any injury, illness, or adverse outcome arising from your participation where such condition exists or was reasonably foreseeable.

(c) (Results Not Guaranteed) To the full extent permitted by law, NuLumiere Studios Pty Ltd makes no representations or warranties as to any specific result, outcome, or benefit from the use of its Services. You acknowledge that results vary between individuals and are influenced by personal factors beyond our control. No guarantee of outcome is provided, and you accept all risk associated with unmet expectations or results.

(d) RED LIGHT THERAPY WAIVER:

You acknowledge red light therapy (photobiomodulation) involves exposure to light energy and may result in sensitivity, irritation, dizziness, or unknown reactions. You confirm you are not affected by photosensitivity conditions, epilepsy, pregnancy complications, or medications that increase light sensitivity. You accept full responsibility and release NuLumiere Studios from liability to the maximum extent permitted by law.

5 CLIENT OBLIGATIONS, SAFETY AND USE

5.1 General

(a) You must provide all documentation, information and assistance reasonably required for NuLumiere Studios to provide the Tanning, Skin and Red Light Therapy Services.

(b) You must complete any required briefings, onboarding steps, and execute all waiver acknowledgements and facility rules prior to accessing or using the Services.

(c) If you are a parent or guardian of a Client under 18 years of age, you accept full responsibility for the Client's compliance with these Terms and agree to be bound on their behalf.

5.2 Capacity and Age

(a) You warrant that you:

(i) have the legal capacity to enter into this agreement; or

(ii) are the parent or legal guardian providing consent on behalf of the Client.

(b) You acknowledge that you must be:

(i) at least 18 years old to access Services independently; or

(ii) at least 16 years old with verified parental or guardian consent, unless otherwise approved by NuLumiere Studios in writing.

(c) Where you enter into this agreement on behalf of a Client under 18 years of age, you:

(i) irrevocably indemnify and hold harmless NuLumiere Studios Pty Ltd against any claim brought by or on behalf of the minor; and

(ii) consent to NuLumiere Studios engaging directly with the minor for the purpose of delivering the Services.

5.3 Safety, Access and Instructions

You acknowledge and agree that you:

- (a) are solely responsible for securing and using your access credentials (including QR or digital entry systems) and for all activity under your access;
- (b) must strictly comply with all booking times, including entry and exit requirements;
- (c) must follow all instructions, safety guidelines, and operational directions provided by NuLumiere Studios;
- (d) must immediately cease use of the Services if you feel unwell, unsafe, or experience any adverse symptoms, and you assume all risk if you fail to do so;
- (e) are solely responsible for your own health, safety, and supervision of any minor under your care at all times;
- (f) must use all equipment strictly in accordance with provided instructions, and you acknowledge that any misuse may result in injury, damage, or adverse outcomes; and
- (g) agree that NuLumiere Studios Pty Ltd will not be liable for any loss, damage, injury or adverse outcome arising from your failure to follow instructions, and you indemnify NuLumiere Studios for any resulting loss or damage.

5.4 Equipment Use and Conduct

You acknowledge and agree that you:

- (a) must only use equipment for its intended purpose and in accordance with all instructions;
- (b) must not misuse, alter, damage, or interfere with any equipment or facility;
- (c) must not engage in abusive, unsafe, or inappropriate behaviour;
- (d) must not enter or use the facility while under the influence of drugs or alcohol;
- (e) must not consume food, alcohol, or prohibited substances within the facility;
- (f) must ensure you are familiar with equipment prior to use, and assume all risk where you proceed without assistance;
- (g) must not permit any unauthorised person to use the equipment or enter restricted areas, and accept that breaches may result in immediate suspension or termination; and
- (h) must maintain hygiene and cleanliness of all equipment and spaces after use, failing which may result in suspension, termination, or additional charges.

5.5 Personal Property

- (a) You are solely responsible for all personal belongings brought into the facility.
- (b) To the fullest extent permitted by law, NuLumiere Studios Pty Ltd accepts no liability for any loss, theft, or damage to personal property, whether stored or unattended, and all items are brought into the facility entirely at your own risk.

6 PAYMENT

6.1 Fees

All Fees are:

- (a) as displayed and accepted by you at the time of checkout (Fees);
- (b) in Australian Dollars; and
- (c) subject to change at any time prior to payment being received, without notice.

6.2 Payment Obligations

- (a) No booking is confirmed until payment is received.
- (b) For Memberships, you agree to pay all Fees in advance at the frequency specified in your selected Membership plan.
- (c) You remain fully liable for all Fees, whether or not you utilise the Services.

6.3 Direct Debit & Recurring Payments

If you elect to pay via direct debit or recurring payment, you:

- (a) irrevocably authorise NuLumiere Studios Pty Ltd and its Payment Providers to debit your nominated account or card for all Fees and charges as they fall due;
- (b) agree to be bound by any applicable direct debit authorisation and payment provider agreements;
- (c) acknowledge that payments will be processed automatically and in advance, without further notice or authorisation;
- (d) warrant that sufficient funds will be available at all times and accept full responsibility for any failed or declined payments;
- (e) acknowledge that additional fees, penalties, or recovery costs may be applied by the Payment Provider or NuLumiere Studios in the event of failed payments;
- (f) agree that all recurring charges will continue until cancellation is processed in accordance with these Terms, and you remain liable for all charges incurred prior to effective cancellation; and
- (g) waive any right to dispute or reverse charges (including chargebacks) except where required by law, and acknowledge that unauthorised chargebacks may result in suspension, recovery action, and additional fees.

6.4 Invoices

- (a) Where an invoice is issued, payment must be made strictly in accordance with the terms specified in the invoice.
- (b) Any unpaid amounts become immediately due and payable, and we reserve the right to suspend access to Services until payment is received in full.

6.5 GST

Unless otherwise stated, all Fees are exclusive of GST. You agree to pay any applicable GST upon receipt of a valid tax invoice.

6.6 Surcharges

We reserve the right to apply credit card or payment processing surcharges to any transaction.

6.7 Payment Providers

- (a) We may engage third-party payment providers (including but not limited to Stripe, Afterpay, and PayPal) to process payments.
- (b) You agree that your use of such providers is subject to their terms, and NuLumiere Studios Pty Ltd is not responsible for their performance, security, or availability.
- (c) You authorise us and/or our Payment Providers to correct any processing errors, including debiting or crediting your account as required.

6.8 Pricing Errors

- (a) In the event of a pricing error, we may cancel or amend your Booking at our discretion.
- (b) Where payment has been made, we may either:
 - (i) charge the correct Fee; or
 - (ii) provide a refund of the incorrect amount paid.
- (c) NuLumiere Studios is not obligated to honour incorrect pricing.

7 MEMBERSHIP CONDITIONS

- (a) Cancellation requires 14 days written notice AFTER minimum term.
- (b) Early termination incurs remaining balance.
- (c) No rollovers for unused sessions.
- (d) No refunds for unused sessions.
- (e) Chargebacks are not permitted once services are accessible.

8 REFUNDS, RESCHEDULING AND CANCELLATIONS

8.1 Refunds and Cancellations

(a) You acknowledge and agree that:

- (i) cancellations made at least 24 hours prior to a Booking may be eligible for a refund or credit at our sole discretion;
- (ii) cancellations made within 24 hours of a Booking will incur a cancellation fee and any remaining amount may be forfeited; and
- (iii) failure to attend a Booking (no-show) will result in full forfeiture of the Fees, with no refund or credit provided.

(b) All refunds (if approved) will be processed using the original payment method, less any applicable fees, and are subject to processing timeframes outside our control.

(c) To the maximum extent permitted by law, all payments are otherwise non-refundable.

8.2 Rescheduling and Service Availability

(a) NuLumiere Studios reserves the right to reschedule, modify, restrict, or cancel any Booking or access to Services at any time, including but not limited to circumstances involving maintenance, repairs, cleaning, operational requirements, private events, public holidays, or events beyond our reasonable control.

(b) Where reasonably practicable, we will provide notice of any changes; however, failure to provide notice does not give rise to any entitlement to compensation.

(c) You acknowledge that access to Services is subject to availability and operational requirements, and NuLumiere Studios Pty Ltd will not be liable for any loss, inconvenience, or costs arising from rescheduling, delays, or limited availability

8 REFUNDS, RESCHEDULING AND CANCELLATIONS

(a) 24+ hours notice: eligible for refund or credit.

(b) Less than 24 hours: forfeited.

(c) No-shows: no refund or credit.

9 THIRD PARTY SERVICES

(a) Where NuLumiere Studios arranges or facilitates the supply of goods or services by a third party on your behalf, those goods or services may be subject to the terms and conditions of the relevant third party (Third Party Terms).

(b) You acknowledge and agree that it is your sole responsibility to review and comply with any applicable Third Party Terms.

(c) By requesting or authorising us to procure or facilitate such goods or services, you are deemed to have accepted all applicable Third Party Terms.

(d) To the fullest extent permitted by law, NuLumiere Studios Pty Ltd accepts no liability for the performance, quality, availability, or outcomes of any third-party goods or services.

10 INTELLECTUAL PROPERTY

(a) All intellectual property, including all rights, title, and interest in any materials, systems, processes, content, branding, technology, and know-how used or developed by NuLumiere Studios (NuLumiere IP), remain the exclusive property of NuLumiere Studios Pty Ltd or its licensors at all times.

(b) Nothing in these Terms grants you any ownership, licence, or other rights in or to NuLumiere IP, except for a limited, non-transferable, revocable right to use the Services strictly in accordance with these Terms.

(c) You must not copy, reproduce, modify, distribute, reverse engineer, exploit, or otherwise use any NuLumiere IP for any purpose without prior written consent.

(d) To the fullest extent permitted by law, any intellectual property created, developed, or arising directly or indirectly from your use of the Services vests automatically in NuLumiere Studios Pty Ltd, and you assign all rights, title, and interest in such intellectual property to NuLumiere Studios on creation.

(e) For the purposes of this clause:

(i) **NuLumiere IP** means all materials produced, owned, licensed, or developed by NuLumiere Studios, whether before, during, or after the provision of Services, including any associated Intellectual Property Rights;

(ii) **Intellectual Property Rights** means all present and future rights worldwide, including copyright, trademarks, patents, designs, confidential information, and any rights capable of registration, whether registered or unregistered; and

(iii) **Material** means all information, content, data, documents, designs, software, systems, concepts, and other materials in any form or medium.

11 WARRANTIES

(a) To the maximum extent permitted by law, all express or implied representations, warranties, guarantees, or conditions not expressly stated in these Terms are excluded, including any warranties relating to fitness for purpose, suitability, or performance of the Services.

(b) You acknowledge that the Services are provided on an “as is” and “as available” basis, and NuLumiere Studios Pty Ltd makes no guarantees as to uninterrupted access, availability, or outcomes.

(c) Nothing in these Terms excludes, restricts, or modifies any rights or remedies you may have under the **Australian Consumer Law (ACL)** that cannot be lawfully excluded. Where liability cannot be excluded, it is limited to the maximum extent permitted by law.

12 LIABILITY

12.1 Limitation of Liability

(a) To the maximum extent permitted by law, NuLumiere Studios Pty Ltd excludes all liability for any loss, damage, injury, or claim arising out of or in connection with the use of the Services.

(b) Where liability cannot be excluded, the total aggregate liability of NuLumiere Studios Pty Ltd is limited, at its sole discretion, to:

(i) the re-supply of the relevant Services; or

(ii) the amount paid by you for the Services in the six (6) months preceding the event giving rise to the claim.

(c) This limitation does not apply to your liability to NuLumiere Studios, and you remain fully liable for any loss, damage, or costs incurred by NuLumiere Studios arising from your breach of these Terms, negligence, misuse of equipment, or unlawful conduct.

12.2 Consequential Loss

(a) To the fullest extent permitted by law, NuLumiere Studios Pty Ltd will not be liable for any indirect, incidental, special, punitive, or consequential loss or damage, including but not limited to loss of profits, revenue, business, opportunity, goodwill, data, or anticipated savings, whether arising in contract, tort (including negligence), or otherwise.

(b) You acknowledge that access to and use of the Services is at your own risk, and NuLumiere Studios Pty Ltd accepts no liability for outcomes beyond its reasonable control.

(c) Nothing in these Terms excludes or limits liability for:

(i) personal injury or death caused by negligence to the extent such liability cannot be excluded by law; or

(ii) any rights or remedies available under the Competition and Consumer Act 2010 (Cth) or Australian Consumer Law that cannot be lawfully excluded.

13 PRIVACY

You agree to our Privacy Policy.

14 TERMINATION

14.1 Termination by NuLumiere Studios

NuLumiere Studios Pty Ltd may, at its sole discretion and without liability, suspend or terminate this agreement immediately by written notice if you breach these Terms or engage in conduct that, in our opinion, may cause harm, risk, or disruption to the business, facility, or other clients.

14.2 Member Termination (Notice Requirements)

- (a) Memberships may only be terminated after the expiry of the minimum term.
- (b) You must provide a minimum of eight (8) weeks' written notice to terminate a Membership.
- (c) All Fees remain payable during the notice period, regardless of usage.
- (d) No refunds, credits, or reductions apply during the notice period or for unused Services.

14.3 Casual Clients

If you have purchased a single session, no refunds or credits will be provided for unused or missed Bookings, except as required by law.

14.4 Effect of Termination

Upon termination:

- (a) Membership access will continue only until the end of the current paid billing cycle, after which access will cease automatically;
- (b) all outstanding Fees, charges, and amounts become immediately due and payable; and
- (c) termination does not affect any accrued rights, obligations, or remedies of either party.

14.5 Survival

Any provision which by its nature is intended to survive termination (including liability, indemnity, payment obligations, and intellectual property) will remain in full force and effect.

15 DISPUTE RESOLUTION

- (a) A party must not commence legal proceedings in relation to a dispute unless it has first complied with this clause, except where urgent interlocutory relief is sought.
- (b) A party claiming a dispute must provide written notice outlining the nature of the dispute.

- (c) The parties must use reasonable endeavours to resolve the dispute in good faith within fourteen (14) days of notice.
- (d) If the dispute is not resolved within this period, either party may commence legal proceedings.

16 FORCE MAJEURE

(a) NuLumiere Studios Pty Ltd will not be liable for any delay, suspension, or failure to perform its obligations, where such failure is due to events beyond its reasonable control (Force Majeure Event).

(b) A Force Majeure Event includes, but is not limited to:

- (i) natural disasters, including storms, floods, fires, earthquakes, or other acts of God;
- (ii) industrial disputes or labour shortages;
- (iii) war, terrorism, civil unrest, or government actions;
- (iv) epidemics, pandemics, or public health restrictions; or
- (v) any event that prevents or limits safe or lawful operation of the Services.

(c) NuLumiere Studios may suspend or modify Services for the duration of the Force Majeure Event without liability or obligation to provide refunds or compensation.

(d) You acknowledge that access to Services may be restricted, delayed, or unavailable during such events and agree that this does not constitute a breach of these Terms.

17 NOTICES

(a) Any notice or communication under these Terms must be in writing and sent via email to the most recently nominated email address of the receiving party. Each party is solely responsible for ensuring their contact details remain current.

(b) A notice is deemed to be validly given and received:

- (i) 24 hours after transmission; or
 - (ii) at the time the recipient responds,
- whichever occurs first, unless the sender receives a confirmed delivery failure.

(c) You acknowledge and agree that electronic communication is the primary method of notice, and NuLumiere Studios Pty Ltd accepts no liability for any failure to receive a notice due to incorrect, outdated, or inaccessible email details provided by you.

18 GENERAL

18.1 Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Queensland and waive any right to object to proceedings being brought in that jurisdiction, including on the basis of inconvenience.

18.2 Waiver

A failure or delay by NuLumiere Studios Pty Ltd to exercise any right does not constitute a waiver. Any waiver must be in writing and signed by NuLumiere Studios to be effective.

18.3 Severance

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be severed to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

18.4 Joint and Several Liability

Where you comprise more than one person, each person is jointly and severally liable for all obligations under these Terms.

18.5 Assignment

You must not assign, transfer, or otherwise deal with your rights or obligations under these Terms without prior written consent from NuLumiere Studios. We may assign or transfer our rights and obligations at any time without notice.

18.6 Costs

You agree to indemnify NuLumiere Studios Pty Ltd for any costs (including legal and recovery costs on a full indemnity basis) incurred in enforcing these Terms or recovering any outstanding amounts.

18.7 Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior communications, representations, or agreements. You acknowledge that you have not relied on any statement not expressly set out in these Terms.

18.8 Interpretation

- (a) Words in the singular include the plural and vice versa;
- (b) References to currency are to Australian Dollars (AUD);
- (c) References to a person include individuals, corporations, trusts, partnerships, and other legal entities;
- (d) Headings are for convenience only and do not affect interpretation;

(e) The word “including” is not limiting; and

(f) No provision is to be construed against NuLumiere Studios Pty Ltd on the basis that it drafted these Terms.

Contact:

NuLumiere Studios

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www.nulumierestudios.com