



1 About

- 1.1 Cheeky Recovery Pty Ltd (ACN 645 814 366) (the **Company** or **we**) provides its customers (**you**) with a platform to purchase (the **Services**) products which aid in the recovery of various cosmetic medical procedures (the **Products**). Details of the Products and Services are found on our website <https://cheekyrecovery.com.au/> (the **Website**).

2 Disclaimer

- 2.1 By agreeing to these terms and conditions (**Terms**) you expressly acknowledge and agree that:
- (a) the Company does not provide any medical advice and that any information obtained through the Company in relation to the Services, the Products or the Website is not medical advice;
 - (b) you are intentionally and knowingly using the Website, the Services and purchasing or using the Products for your own personal use, only;
 - (c) the contents of the Website or any link to a third-party website which provides third party content, the Products and/or the Services, do not constitute professional medical advice, diagnosis, treatment or recommendations of any kind whatsoever and are provided for informative purposes only;
 - (d) you must always seek and obtain the advice of your qualified medical professionals specific to your individual medical needs, requirements, medical conditions and/or medical procedures in relation to your potential use of the Products and their suitability thereto;
 - (e) the Company does not recommend or endorse any specific tests, physicians, products, procedures, opinions or other information that may be included on the Website, Services or with the Products;
 - (f) the Company does not warrant or guarantee any results in relation to use of any Products, Website or Services;
 - (g) the Company is not liable for any medical conditions, allergic reactions or otherwise negative health consequences as a result of your use of any Products; and
 - (h) reliance on any information appearing on the Website, whether provided by Company, its content providers, its customer or others, is solely at your own risk.
- 2.2 You agree that you are not purchasing the Products for the purposes of re-selling and will not on-sell the Products.

3 Acceptance of these Terms

- 3.1 You accept the Terms by registering for an account, making payment to the Company, browsing the Website, using the Services or purchasing Products. By using, browsing, signing up to and/or making payment through the Website, this signifies that you have read,

understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease use of the Website and the Services immediately.

- 3.2 You may not use the Services, Website or purchase any Products and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with the Company;
 - (b) you are not of legal age to purchase the Products; and
 - (c) you are a person barred from receiving the Products or Services under the laws of Australia or other countries, including the country in which you are resident or from
- 3.3 The Company reserves the right to review and change any of the Terms by updating this page at its sole discretion. When the Company updates the Terms, it will use reasonable endeavours to provide you with notice of the same. Any changes to the Terms take immediate effect from the date of their publication. If you choose not to accept any changes to the Terms, your sole recourse will be to stop using the Services. Before you continue, we recommend you keep a copy of the Terms for your records.

4 Account Set Up

- 4.1 To access the Services, you may be required to register for an account with the Company (the **Account**). You may register for an Account via the Website.
- 4.2 As part of the registration process or as part of your continued use of the Services, you will be required to provide personal information about yourself (such as identification, contact details, payment details and other personal information).
- 4.3 You agree that any information you give to the Company will always be accurate, correct and up to date.
- 4.4 You understand that by supplying the Company with your address, email address and phone number, you may receive regular emails, newsletters, telephone calls or SMS updates from the Company to keep you informed about the Company's activities. If you do not wish to receive updates from the Company, you may contact the Company at info@cheekyrecovery.com.au.

5 Identify Verification

- 5.1 You acknowledge and agree that due to the nature of the Services and the Products sold, the Company may be required to verify your identity to ensure that you are not using the Services in an illegal or fraudulent manner.
- 5.2 You agree that where the Company advises you in writing that they require further verification of your identity then you will make all reasonable endeavours to comply with this request within seven (7) days of receipt of same.
- 5.3 You warrant that any information that you provide pursuant to this clause will be true and correct to the best of your knowledge and belief and failure to comply with this clause may result in an immediate termination of the provision of the Services or sale of any Products to you.

6 Products

- 6.1 You acknowledge that the Company may not possess the Products. The Products may be controlled by a third-party outside of Australia. Accordingly, the products may be “drop-shipped” from the holding and shipping facility after payment has been made by you, and the company provides your information to the third-party.

7 Payment

- 7.1 In using the Services to purchase the Products through the Website, you agree to pay the purchase price listed on the Website for the Product (the “**Purchase Price**”) at the time of placing the order.
- 7.2 Payment of the Purchase Price may be made through a third-party payment provider as specified on the Website (the “**Payment Gateway**”). In using the Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable terms and conditions, privacy policy and other relevant legal documentation required by the Payment Gateway, prior to you using the Payment Gateway services.
- 7.3 Your placing of an order is an offer to buy from us. Until the Product is dispatched to you, the nothing we do or say will amount to any acceptance of your offer by us. At any time before we dispatch the Products, we reserve the right to decline to supply the Products to you.
- 7.4 If we do not have all the Products you have ordered in stock (on hand or held by our third-party supplier) we will inform you at the earliest convenience and inform you of the estimated arrival time for any Product we order from our supplier, and you may either:
- (a) accept the Products; or
 - (b) cancel the whole or part of your order.
- 7.5 You agree and acknowledge that:
- (a) unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are inclusive of GST;
 - (b) you shall remain solely responsible for assessing the implications and risks of using the Services and Products;
 - (c) the Company retains the right to change prices of the Products and Services at any time and the prices for the Products at the point of payment via the Payment Gateway is fixed and final;
 - (d) the Company is not obligated to honour any previous or existing prices listed on the Website or quoted by a Company’s representative; and
 - (e) these Terms do not create a relationship of employment, trust, joint venture, agency, partnership or other relationship of a fiduciary nature between the parties.
- 7.6 You acknowledge that the Company has entered into these Terms in reliance on the acknowledgements, representations and warranties given by you in these Terms.

8 Non-Payment

- 8.1 In the event you elect to pay the fee by way of direct debit and/or credit card and there is a chargeback by your credit provider, the Company may suspend or terminate the Services and refuse to ship any Product to you immediately. You will be charged the then current the Company administration fee, available on the Website, plus GST (**Administration Fee**), and you agree to pay 2% plus the Cash Rate Target (as that term is defined and set by the Reserve Bank of Australia) (the **Interest**) on amounts which remain unpaid after thirty (30) days from the date of the tax invoice. Upon payment of the Administration Fee and Interest in accordance with the Terms, the Company may reinstate the Services and send any Product to you.
- 8.2 The Company reserves the right to terminate or suspend your access to the Services and/or Website in the event that you fail to pay any payment pursuant to the Services or any invoice sent by the Company from time to time.

9 Refund Policy

- 9.1 If, for whatever reason, you are unsatisfied with any Product or the Services please contact the Company outlining why you believe you are entitled to a refund of any fee so that we are able to determine whether a refund should occur.
- 9.2 If clause 7.4(b) is applicable, the Company will endeavour to issue a refund for any monies paid by you within a reasonable time from your notice under that clause.
- 9.3 Subject to clause 9.2, any refunds granted pursuant to this clause will be at the Company's absolute discretion.

10 Return Policy

- 10.1 The Company may, at its sole discretion, accept a request to return the Products, provided you meet the following conditions:
- (a) the request is made within 30 days from the date of purchase of the Products;
 - (b) the Products and all of its components must be returned (at your cost) within 30 days from the date of purchase of the Products; and
 - (c) the Product packaging must be unopened and remain in a re-saleable condition.
- 10.2 You acknowledge and agree that you are liable for any applicable fees (including a restocking fee), postage and shipping costs associated with any returns pursuant to this clause.
- 10.3 If the returned Products are accepted by the Company, the maximum credit you are entitled to receive is the Purchased Price. Shipping and handling charges as well as other additional charges are non-refundable.
- 10.4 If you have received the wrong order, please inform the Company representative as soon as the order is received or within 5 Business Days after receipt. Failure to notify the Company may result in a rejected request for return of the Products.
- 10.5 Once a return is received by our shipping department, it may take between 5-10 business days for the processing of refunds. Once a return is processed, it is possible for it take up to one (1) month for this return to be posted to your account, depending on your financial

institution.

11 Warranty

- 11.1 The Products come with guarantees that cannot be excluded under the Australian Consumer Law. The Company provides no additional warranty.

12 Copyright and Intellectual Property

- 12.1 The Website, the Services, the Products, and all of the related products and services of the Company (the **Material**) are subject to copyright. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Materials (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, lists, design elements and interactive features) (the **Content**) are owned or controlled for these purposes and are reserved by the Company or its contributors.
- 12.2 The Company retains all rights, title and interest (including copyrights, patents and trademarks) in the Material, the Content, and all related content therein. Nothing you do will transfer any interest in the Material to you, other than the grant of the licence to you in clause 12.4 below.
- 12.3 Whilst using the Services, the Company grants you a worldwide, non-exclusive, royalty-free, revocable licence during these Terms to download and print pages from the Website for your own personal use.
- 12.4 the Company does not grant you any other rights whatsoever in relation to the Material and/or the Content. All other rights are expressly reserved by the Company.
- 12.5 You may not, without the prior written consent of the Company and the permission of any other relevant rights owner: broadcast, republish, upload to a third party, transmit, post, distribute, show or display or publish in public, adapt or change in any way the Material or Content for any purpose, other than for the purposes expressly allowed by these Terms. This prohibition does not extend to the Material and Content which are freely available for re-use or are in the public domain.

13 Material and Content

- 13.1 You may read and copy the Material and Content for your own needs, but you may not publish, resell or sub-licence it. The Company makes no guarantees, representations or warranties about the accuracy or legal correctness of any of the Material or Content.
- 13.2 In relation to third party websites, you agree and acknowledge that:
- (a) the Company works with a number of partners and affiliates whose websites may be linked with or provided by the Company and are controlled by parties other than the Company (each a **Third Party Content**);
 - (b) the Company is not responsible and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Content, any website accessed from a Third Party Content or any changes or updates to such sites and the Company makes no guarantees about the content or quality of the products or services provided by such sites; and
 - (c) by using any information, product, service, or functionality originating from the Services, you are allowing the Company to share information with any third party with

whom the Company has a pertinent contractual relationship – any information necessary to facilitate its provisions of products, services, or functionality to you.

14 General Disclaimer

14.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded, and:

- (a) if you are not a Consumer (under the Australian Consumer Law), you agree that the Company has no direct or indirect liability (including in negligence) to you in any way related to your use of the Website, Products, or the Services;
- (b) if you are a Consumer (under the Australian Consumer Law), the Company limits all its direct and indirect liability (including in negligence) to you to the Consumer Guarantees under the Australian Consumer Law; and
- (c) where there is a breach of the Consumer Guarantees (under Australian Consumer Law), then to the maximum extent permitted by law, the Company's liability to you is limited to resupply of the Products or Services or payment of the cost of re-supplying Products or the Services.

14.2 Subject to this clause and to the extent permitted by law:

- (a) the Company excludes all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise; and
- (b) the Company will not be liable for any claims, causes of action, damage or expenses arising out of or in connection with the Website, the Products, or the Services (including as a result of not being able to use the Services or the late supply of the Products), whether at common law, in equity, pursuant to statute, or otherwise.

15 Limitation of liability

15.1 The Company's total liability arising out of or in connection with the Services, the Products, or the Terms, however arising, including at law, in equity, under statute, or otherwise, will not exceed the resupply of the Product to you.

15.2 You expressly understand and agree that the Company, its affiliates, employees, agents, contributors, third party content providers and licensors, will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This includes, but is not limited to, any loss of profit, any loss of goodwill or business reputation and any other intangible loss.

15.3 You expressly understand and agree that the Company will not be liable to you for your use of the Product, Services, Website or information provided to you through the Materials, Services, Website use of Products or otherwise.

16 Indemnity

16.1 You agree to indemnify the Company, its affiliates, employees, agents, contributors, third party content providers and licensors, from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage

(including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with:

- (i) inaccurate or misleading information provided by you or your agent;
 - (ii) any breach of the Terms; or
 - (iii) any improper or alternative use of any Product;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or the Services or attempts to do so.

16.2 This indemnity will survive termination of the Terms.

17 Dispute Resolution

17.1 Compulsory:

- (a) If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

17.2 Notice:

- (a) A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

17.3 Resolution:

- (a) In the event that the Dispute is not resolved by negotiation within 5 working days from notice given under clause 17.2(a), the parties are prohibited from instituting legal proceedings concerning the subject matter of the Dispute, controversy or claim arising out of, relating to or in connection with these Terms, including any question regarding its existence, validity or termination, will be resolved by arbitration in accordance with the ICC Rules of Arbitration (or any rules which supersede these rules). The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. This clause may be used as a bar to legal proceedings issued in any Court in any country which has ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

18 Termination

18.1 The Terms will continue to apply until the termination of this agreement by either party as set out below.

18.2 If you elect to terminate, you must:

- (a) provide at least thirty (30) days' written notice to the Company;
- (b) making payment of all outstanding fees, charges, expenses and monies which are due and owing to the Company or any of its third party provides as set out in these Terms; and
- (c) closing your accounts for all of the Services which you use, where the Company has

made this option available to you.

Your notice should be sent, in writing, to the Company via the email info@cheekyrecovery.com.au.

18.3 The Company may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) the Company is required to do so by law;
- (c) a partner, if any, with whom the Company offered the Services to you has terminated its relationship with the Company or ceased to offer the Services to you;
- (d) the Company is transitioning to no longer providing the Services or Products to individuals in the country in which you are resident or from which you use the Services or Website;
- (e) the provision of the Services and/or Products to you by the Company is, in the opinion of the Company, no longer commercially viable;
- (f) if you have used the Services and/or Products:
 - (i) in breach of any law;
 - (ii) in a way that is misleading or deceptive;
 - (iii) in a way which is unreasonable as determined by the Company at its absolute discretion; or
 - (iv) in a manner which can or does bring the Company into disrepute or could damage the Company's reputation as determined by the Company at its absolute discretion.

18.4 **Subject to local applicable laws, the Company reserves the right to discontinue or cancel your access to the Services or Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct damages the Company's name or reputation or violates the rights of those of another party.**

18.5 Upon the termination of your Account, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

19 Governing Law and Jurisdiction

The Services, use of the Website and the Products are intended for residents of Australia. These Terms are governed by and are to be constructed in accordance with the laws of the State of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts situated in Sydney, Australia in respect of all matters arising out of or relating to these Terms, the Website, the Products or the Services and their performance.

20 Notice

- 20.1 The Company may provide any notice to you under the Terms by sending a message to your email address. The notice provided by the Company to you by email shall be deemed to have been properly given on the date the Company sends the email, regardless of whether you have received the email.
- 20.2 Unless specified otherwise, any notices provided by you to the Company must be in writing and be delivered either in person, or via registered post to 23 Foster Street, Surry Hills, New South Wales 2010. Notices provided by registered post shall be deemed to have properly given three days after they are posted (if posted).

21 Severance

If any part of the Terms is found to be void or unenforceable, that part shall be severed and the rest of the Terms shall remain in force.

22 Waiver

- 22.1 A waiver of any right, power or remedy under these Terms must be in writing signed by the party granting it.
- 22.2 A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 22.3 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Terms does not amount to a waiver.

23 Assignment

- 23.1 The Company may assign or transfer its rights or obligations under the Terms without your consent.
- 23.2 You may not assign or transfer your rights or obligations under the Terms without prior written consent of the Company. A purported assignment without written consent will be deemed to be void and convey no rights.