



## Inside Aesthetics

### Marketplace Terms of Service

#### 1. Welcome to the Inside Aesthetics Marketplace

Inside Aesthetics is the world's most listened to aesthetics podcast. The Marketplace is a place for its global community to buy and sell second-hand aesthetics equipment.

- 1.1 The Inside Aesthetics Marketplace enables you to buy and sell items within the marketplace (Service).
- 1.2. The Service is operated by Inside Aesthetics Pty Ltd ACN 629 948 205 (us).
- 1.3. The Service is accessed via WhatsApp.

#### 2. Our Terms

These are the terms specifically for our Marketplace. By accessing our Marketplace, you agree to all our terms. Make sure you understand and agree to them before using our Marketplace.

- 2.1. This terms of service and our policies (**Policies**) (**Terms**) govern your access to and use of our Service.
  - a. In our Terms, "You" means you and any entity on behalf of which you access or use our Service. If you access or use our Service on behalf of an entity, you must be its authorised representative with authority to bind the entity to our Terms.
- 2.2. To access our Service, you must become a user:
  - a. By becoming a member of our Patreon community [here](#) and registering for our Service [here](#); and/or
  - b. As otherwise directed by us.
- 2.3. By accessing our Service, you agree to be bound by our Terms.

#### 3. Our Service

We provide a platform for community members to buy and sell. We are not a party to the agreement between buyers and sellers.

- 3.1. When buying an item through our Service, the agreement for the purchase is solely between you and the seller user.
- 3.2. When selling an item through our Service, the agreement for the sale is solely between you and the buyer user.
- 3.3. Our Service may not always be available or uninterrupted. We will do our best to let you know if our Service will not be available or is going to be interrupted.

#### 4. Our Rules

Our rules keep the Marketplace safe for our community. If you do not follow our rules, we may take action against you.

- 4.1. You may only use our Service to:
  - a. Sell to buyers items you have the right and title to sell.
  - b. Browse and purchase items listed on our Service.
  - c. Communicate **User Content** that complies with our Terms.
    - i. "User Content" is any content that you provide to us, including by posting to our Service.

- 4.2. Failure to comply with our Terms will be treated very seriously and may result in us:
  - a. Removing User Content (including your items listed on our Service).
  - b. Withdrawing your right to use our Service.
  - c. Taking legal action against you.

## 5. Payment

We take a fee when you use our Marketplace to sell an item.

- 5.1. Payment for transactions must take place strictly as directed by us.
  - a. Buyers must pay the selling price to Inside Aesthetics. Inside Aesthetics will disburse the selling price less our fee to the seller.
- 5.2. Requesting, making, or accepting payment for an item you have listed on or through our Service, except as provided by our Terms, is a material breach of our Terms.
- 5.2. If we suspend or terminate your access to our Service in accordance with clause 4.2. of our Terms, we may withhold any amounts that have not yet been paid out to you for 30 days from our receipt of those amounts from the buyer user.

## 6. Fee

Our fee starts at 5% of the selling price.

- 6.1. As a seller, you agree to pay us a fee in respect of any sale made through our Service (**Fee**).
- 6.2. The Fee is:
  - a. 5% of the selling price (our fee).
  - b. Any fee(s) charged by third party payment providers in connection with the relevant transactions.
- 6.3. We subtract the Fee from the selling price and pay you the balance of the sale price of the item you sold through our Service.

## 7. Buying and Selling

These are your responsibilities as buyers and sellers.

- 7.1. You must collect and pay, and are solely responsible for collecting or paying, any applicable taxes, import/export duties, customs charges or similar, for any sale or purchase you make using our Service.
- 7.2. As a buyer, you must pay and are solely responsible for any additional amount on top of the item price for shipping.
- 7.3. As a seller, you must do, and are solely responsible for doing, the following:
  - a. Ensuring your items are fit for the purchaser's purpose, safe, legally compliant, and match any representations associated with it on our Service.
  - b. Pointing out any defects or imperfections with your item.
  - c. Packing and shipping items to buyers:
    - i. As soon as possible and in accordance with any representations made through our Service.
    - ii. In compliance with all local and international delivery and customs regulations.
    - iii. With valid proof of tracked shipping.
  - d. Reimbursing buyers for any additional charges imposed by the shipping carrier in relation to your item (for example, if the item weighs more than the maximum weight on the shipping label).



## 8. Termination

If you don't want to use our Marketplace anymore, you can close your account by letting us know. We can end your use of our Marketplace by letting you know.

- 8.1 You can terminate your access to and use of our Service by notifying us in writing to [info@insideaesthetics.com](mailto:info@insideaesthetics.com).
- 8.2 We may terminate your access to or use of our Service (or any service operated by us):
  - a. By giving to you 30 days' notice.
  - b. Immediately with notice, if:
    - i. We believe there is a real risk of loss or harm if you to continue to use our Service.
    - ii. If you have failed to remedy a breach of our Terms within 14 days.
  - c. At any time, without notice, if we believe that you have or may violate our Terms.
    - i. If we do so, it is important to understand that you don't have a contractual or legal right to continue to use our Service.
    - ii. Generally, we will notify you that your account has been terminated, unless you've repeatedly violated our Terms, or we have legal reasons to not notify you.
- 8.3 After termination:
  - a. We may delete or modify your User Content or any other information we hold about you.
  - b. You will lose any rights you have to access or use our Service or your User Content on our Service.
    - i. We do not guarantee the permanent availability of User Content.
    - ii. You agree you will not rely on our Service to back up or store your User Content.

## 9. Our Liability and its Limits

We try to make our Marketplace the best service we can, but we can't promise it's perfect and there are certain things we won't be liable for.

- 9.1. We make no warranty or representation to you about our Service other than what is expressly set out in our Terms. In particular, we do not represent or warrant to you that:
  - a. Your use of our Service will meet your requirements.
  - b. Your use of our Service will be uninterrupted, timely, secure or free from error.
  - c. Any information you obtain using our Service will be accurate, reliable, or free from error.
  - d. Defects in the operation of any third-party software that forms part of our Service will be corrected.
- 9.2. To the extent the Service incorporates or utilises a third-party in any way:
  - a. We are not liable for the acts, omissions, or solvency of any such third party.
  - b. The terms and conditions of that third party apply. You must read such third party's terms and conditions and make sure you have understood these.
- 9.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- 9.4. Subject to 9.3 above, we will not be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with our Terms or the provision or receipt of our Service for any:
  - a. Loss or harm caused by viruses or other programmes designed to impair our Service.
  - b. Loss of profit, goodwill, opportunity, data, business, or reputation.
  - c. Business interruption.
  - d. Indirect or consequential losses, including where such loss or damage is of the type listed above.



- 9.5. Subject to clause 9.3 above, our total aggregate liability whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with our Terms is limited to the Fee payable in connection with that sale transaction.
- 9.6. If you are a buyer, we do not accept responsibility for any loss or damage that:
- a. Was not caused by our breach of our Terms.
  - b. Was not, at the time you agreed to our Terms, a reasonably foreseeable consequence of us breaching our Terms.
    - i. Loss or damage is foreseeable if it is obvious, it will happen or if, at the time our Terms were entered into, both we and you knew it might happen

## **10. Your Liability and its Limits**

[You are responsible for your own actions to us and in our Marketplace.](#)

- 10.1. You warrant and represent that all information you provide to us, and User Content, will be accurate, reliable, and not misleading.
- 10.2. You agree to defend, indemnify, and hold harmless, us, our parents subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from and against any and all claims, liabilities, costs, damages, losses and expenses (including legal fees and expenses) arising out of or in connection with:
- a. A sale transaction or any other claim that may arise between a buyer and a seller.
  - b. Any actual or alleged infringement of a third party's intellectual property rights in connection with an item or your use of our Service.
  - c. Any sales, use, value added, excise, business, or other taxes or fees, or any customs or duties charges levied on any sale transaction you make on our Service.

## **11. Disputes with Us**

[If you have a dispute with us, please contact us so we can try and sort things out.](#)

- 11.1. If you have a dispute with us about our Service, please contact us. We will try to resolve the issue with you internally, as this offers the quickest and most cost-effective solution to everyone involved.
- 11.2. If you are not satisfied with the outcome of our internal complaint handling system, you agree to participate in mediation with a Community Justice Centre in New South Wales (CJC). Unless otherwise agreed between you and us within 14 days of notice of the dispute:
- a. The mediator will be nominated by the CJC. The mediation will take place in English and be held remotely with the use of communication technologies.
  - b. You will bear a reasonable portion of the total cost of the mediation with the exact proportion to be determined by the mediator. Relevant aspects of the case at hand will be taken into account; in particular, the relative merits of the claims of the parties to the dispute. The remainder of the total cost will be borne by us.
  - c. Prior to the mediation, both of us will sign a mediation agreement with wording to be suggested by the mediator.

## **12. Disputes with Other Users**

[If you have a dispute with other users, while we can try to help, users should engage with each other directly.](#)

- 12.1. Sellers are ultimately responsible for the items sold to buyers through our Service. While we can provide support in resolving disputes between users, buyers should engage with sellers directly to resolve disputes.



### 13. Changes

We may need to update our Terms of Service from time to time. We will give you notice if we believe the changes are material. You can see when we last made changes at the top of this page.

- 13.1. We may update our Terms to:
  - a. Reflect changes in our Service or how we do business.
  - b. Account for changes in the law.
  - c. Address a security risk or prevent abuse of our Service.
- 13.2. If we make a material change to our Terms, we'll provide you with reasonable advance notice. If you don't agree to the changes, you should stop using our Service and terminate your registration.
- 13.3. Every time you use our Service, please check our Terms to ensure you understand those that apply at that time. You will be able to see when our Terms were last changed by looking at date at the top of the relevant page.

### 14. General

These are important legal terms about how these Terms of Service work as a contract.

- 14.1. The current version of our Terms contain the only terms and conditions that apply to our relationship with you. Older versions of our Terms no longer apply and are replaced by the current version.
- 14.2. If a court or relevant authority finds part of our Terms illegal, the rest will continue in force. Each of the paragraphs of our Terms operate separately.
- 14.3. If you do not comply with our Terms and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.
- 14.4. Our Terms do not create any agency, partnership, employment, or joint venture relationship between you and us.
- 14.5. Our Terms are governed by the laws of New South Wales, Australia. These laws will apply no matter where you are. If you are outside of New South Wales, Australia, you may be entitled to the protection of mandatory consumer protection provisions of your local consumer protection law.
- 14.6. New South Wales courts will have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising from or related to your use of our Service.