

Introduction

This revised policy document serves as an essential guide for the users and members of Miss Morningtan's tanning and Infrared sauna and light therapy services. The purpose of this update is to ensure clarity and transparency in the terms and conditions governing the use of our services, memberships, and facilities. By making slight modifications and replacing specific terminology, we aim to enhance the understanding and compliance of our valued clients with the updated terms. It is crucial for all users to familiarize themselves with these changes to ensure a seamless and informed experience. Compliance with the updated terms is not only a requirement but also a commitment to maintaining the highest standards of safety and service quality. As we continue to prioritize the well-being and satisfaction of our clients, adherence to these revised policies will facilitate a mutually beneficial relationship between Miss Morningtan and its stakeholders. The following sections will provide detailed insights into the terms and conditions, privacy practices, and legal obligations that underpin our operations.

Terms and Conditions

The Terms and Conditions section outlines the essential guidelines and agreements governing the use of Miss Morningtan's tanning and Infrared sauna and light therapy services, memberships, and facilities. This section provides a comprehensive overview of the various aspects of service usage, including the specifics of Tan Passes and Memberships, the terms related to Gift Vouchers, and the protocols for Liability and Safety. Additionally, it details the Payment Processes, ensuring clarity on methods, subscriptions, and the implications of failed payments. These terms are designed to ensure a clear understanding of the rights and responsibilities of both the service provider and the users, promoting a safe and compliant environment for all parties involved.

Tan Passes and Memberships

This section outlines the terms and conditions associated with Tan Passes and Memberships offered by Miss Morningtan. Tan Passes are prepaid tanning sessions available in various pack sizes, such as 1, 2, 5, or 10 sessions, and are redeemable exclusively at the Miss Morningtan location where they were purchased. These passes are non-refundable, non-transferable, and must be used within a specified validity period, typically six months from the date of purchase. They cannot be exchanged for cash or other services.

The Weekly Tan Plan is a subscription-based membership priced per week, providing members with one spray tan session per week at the purchasing location. Membership benefits include access to a hydration primer spray at no additional cost. Members can access the tanning booth 24/7 through the Miss Morningtan app and with booking. It is important to note that unused weekly sessions do not roll over and expire after seven days.

Membership activation occurs immediately upon successful payment of the initial weekly fee, with subsequent payments automatically charged every seven days. A 3-day cooling-off period is available, allowing members to cancel for a full refund, provided no tanning session has been used during this time. Membership requires a minimum commitment of six weeks, and cancellations

within this period will result in the remaining balance being due. Cancellations must be submitted by phone or in person, and no cancellation fees apply.

Membership payments are processed monthly through the selected payment method, and members are responsible for maintaining current payment details. Failed payments may lead to suspension of membership. Miss Morningtan reserves the right to modify membership fees, with prior notice provided to members.

Modifications to Tan Plans may occur, and members will be notified in advance. Members have the option to accept the changes or cancel their membership. Casual Tan Passes, or one-time tanning sessions, are available subject to availability and do not establish an ongoing contract. Payment for casual sessions is processed at the time of booking, with no additional charges unless additional services are selected. By booking, users agree to adhere to Miss Morningtan's safety protocols and responsible use of the booths.

This section transitions into the subsequent discussion on Gift Vouchers, detailing their terms of use and associated processes.

Gift Vouchers

Gift vouchers issued by Miss Morningtan are valid for a period of 36 months from the date of purchase, unless otherwise specified. After this period, any remaining balance will be forfeited. These vouchers are non-refundable and non-transferable, and can only be redeemed by the recipient. They are not redeemable for cash or exchangeable for other goods or services. No change will be given for purchases made using a gift voucher; any remaining balance will be stored in the recipient's account for future use, subject to the voucher's expiry date.

Gift vouchers may only be used for services or products offered by the specific Miss Morningtan location from which they were purchased. They cannot be used to purchase additional gift vouchers or for any third-party services. You may combine a gift voucher with other payment methods, such as credit or debit cards, but only one voucher may be used per transaction unless otherwise stated.

Miss Morningtan is not responsible for lost or stolen gift vouchers. If a voucher is lost, a replacement may be issued, provided the details of the original voucher purchase can be verified. Our gift vouchers are subject to Australian Consumer Law. If a voucher is faulty, damaged, or not as described, a remedy will be offered in line with applicable consumer guarantees, such as a replacement or refund.

To redeem a gift voucher, the recipient must enter the unique voucher code at the time of booking or purchase. The voucher must be used in accordance with any specific conditions printed on it. If the

full value of the voucher is not used in one transaction, the remaining balance will be credited to the recipient's account and must be used before the expiry date. Gift vouchers cannot be used in conjunction with any other promotional offers, discounts, or loyalty programs unless specifically stated otherwise.

Miss Morningtan reserves the right to modify these terms and conditions at any time without prior notice. Any changes will be posted on our website, and the updated terms will apply to all gift vouchers purchased after the change. We also reserve the right to cancel any gift voucher that is deemed to have been fraudulently obtained or used.

Gift vouchers are issued electronically and sent via email to either the purchaser or the recipient's email address. It is the purchaser's responsibility to provide accurate recipient information. Miss Morningtan is not liable for incorrect delivery of a voucher due to inaccurate information provided. These terms and conditions are governed by the laws of Australia, and any disputes relating to gift vouchers shall be subject to the jurisdiction of Australian courts.

This section links to the subsequent discussion on Liability and Safety Protocols, emphasizing the importance of understanding the terms of use and the responsibilities of both the company and the users.

Liability and Safety Protocols

By utilizing Miss Morningtan's facilities and services, including tanning and Infrared sauna and light therapy services, users voluntarily assume all associated risks. Miss Morningtan is not liable for any personal injury, damage, or loss incurred during the use of its premises. Users are required to adhere strictly to all provided safety instructions to ensure their well-being. In consideration of being permitted to access and use Miss Morningtan's facilities, users agree to release, waive, and discharge Miss Morningtan from any liability, claims, demands, or damages arising from the use of the facilities. Should any unauthorized access by a customer, child, or other individual result in injury, damage, or death, the responsible party will be held fully liable for all associated damages, repairs, and compensation costs. Where liability cannot be excluded by law, Miss Morningtan's liability is limited to refunding membership fees. Miss Morningtan is not responsible for indirect, third-party, or consequential damages under any circumstances. Users are advised to disclose any medical conditions or medications that may affect their use of tanning or Infrared sauna and light therapy services and are encouraged to consult with a physician if they have underlying health conditions. This section is followed by details on Payment Processes, which outline the methods and consequences related to financial transactions with Miss Morningtan.

Payment Processes

Miss Morningtan offers a variety of payment methods to facilitate seamless transactions for our services and memberships. Payments for services, including tan passes, memberships, and casual sessions, are processed using the payment method provided at the time of booking or membership

activation. It is the responsibility of the member to ensure that their payment details are current and valid to avoid any disruptions in service.

In the event of a failed payment, the member's access to services will be suspended until the payment is successfully processed. Miss Morningtan reserves the right to modify membership fees and service prices, with prior notice provided to existing members. Members will be informed of any price updates or changes through the contact information provided in their account.

To maintain transparency and ensure members are well-informed, notifications regarding any changes in pricing or payment terms will be communicated in advance. This approach ensures that members have the opportunity to review and accept the updated terms or make necessary adjustments to their membership status.

As we transition to the next section, it is crucial to understand the importance of safeguarding personal information, which is addressed in our Privacy Policy.

Privacy Policy

Miss Morningtan is dedicated to safeguarding the privacy of our customers and users. This Privacy Policy outlines our practices regarding the collection, use, storage, and protection of personal information when you interact with our website, app, services, and products. We detail the types of personal information we collect, the purposes for which we use this information, and the circumstances under which we may share it with third parties. Additionally, we explain the rights of users concerning their data, including access, correction, and deletion, as well as our use of cookies and tracking technologies. This policy underscores our commitment to data security and compliance with applicable data protection laws, ensuring that your privacy rights are respected and upheld.

Collection and Use of Personal Information

Miss Morningtan is committed to safeguarding the privacy of its customers and users. We collect personal information directly from you or automatically through your interactions with our services. This information includes, but is not limited to, your contact details such as name, email address, postal address, and phone number, as well as account information like username, password, and payment details for memberships and transactions. Additionally, we gather information related to your bookings, memberships, or subscriptions, and any feedback or correspondence you provide when contacting us.

Automatically collected information encompasses device details, such as IP address, browser type, and operating system, as well as usage data reflecting your interactions with our website or app, including page views and navigation patterns. We may also collect location data if enabled on your device.

The information collected is utilized to provide and manage our services, including creating and managing your membership, processing bookings, and enabling access to our facilities via the Miss Morningtan app. We use this data to communicate with you, sending service-related notifications such as confirmations, reminders, or updates regarding your bookings or membership. With your consent, we may also send marketing communications about promotions, special offers, and events.

Furthermore, we use your information to personalize your experience, tailoring content based on your preferences and usage patterns. Analytics are conducted to understand service usage, improve functionality, and enhance user experience. We also employ this information to protect the security of our platform, prevent fraud, and ensure compliance with our Terms and Conditions.

This section links to the subsequent discussion on User Rights and Data Protection, where we outline the measures in place to secure your data and the rights you have concerning your personal information.

User Rights and Data Protection

Miss Morningtan is committed to safeguarding the personal information of its users and ensuring compliance with applicable data protection laws. Users have specific rights regarding their personal data, which include the right to access, correct, and delete their information. Users may request access to their personal data held by Miss Morningtan and seek corrections for any inaccuracies. Additionally, users have the right to request the deletion of their personal information, subject to any legal or contractual obligations that may require retention.

Users can opt out of receiving marketing communications at any time by following the unsubscribe instructions provided in the emails or by contacting Miss Morningtan directly. Furthermore, users may request the restriction of processing their personal data under certain circumstances and have the right to data portability, allowing them to receive their personal information in a structured, machine-readable format.

Miss Morningtan employs robust data security measures to protect personal information from unauthorized access, loss, misuse, or alteration. These measures include encryption of sensitive data, access controls, and regular monitoring of data security practices. While Miss Morningtan strives to ensure the security of user data, it acknowledges that no method of transmission over the internet or electronic storage is entirely secure. In the event of a data breach, Miss Morningtan will promptly notify affected users.

For any inquiries or to exercise their data protection rights, users are encouraged to contact Miss Morningtan at missmorningtan@gmail.com. Miss Morningtan is dedicated to addressing user

concerns and upholding their privacy rights. This section links to the subsequent discussion on the use of cookies and tracking technologies, which further elaborates on data collection practices.

Compliance and Legal Obligations

Miss Morningtan is committed to ensuring full compliance with all applicable laws and regulations governing our tanning and red light therapy services, memberships, and facilities. We adhere to the highest standards of legal and ethical conduct in all our operations. Our policies are designed to protect the rights and safety of our users while maintaining transparency and accountability in our business practices.

We regularly review and update our terms and privacy policy to reflect changes in legal requirements and industry standards. Users and members will be notified of any significant updates to these terms, and continued use of our services will constitute acceptance of the revised terms.

For any inquiries or concerns regarding compliance or legal obligations, please contact us at missmorningtan@gmail.com. We are dedicated to addressing any issues promptly and ensuring that our practices align with legal expectations and customer rights.