

Welcome to Forever and Again Bridal and Beauty

Forever and Again Bridal and Beauty (ABN 65053368748) respects your privacy and is committed to your protection.

Our website addresses include: <https://www.foreverandagainbridalandbeauty.com.au> and <https://www.foreverandagainbridal.com.au>

This privacy policy explains why and when we collect your personal information, and what use we make of that information. The policy also explains where and why your information may be disclosed to third parties, and the security measures used by Forever and Again Bridal and Beauty to help protect your personal information. We are bound by the Australian Privacy Principles of the Privacy Act 1988 (Cth) and as far as it applies to the data that we hold, we adhere to the General Data Protection Regulation (GDPR).

Forever and Again Bridal and Beauty ("Forever and Again, "F&A" "foreverandagainbridalandbeauty.com.au," "us", "we," "our,"), a service from foreverandagainbridalandbeauty.com.au, and its affiliates ("seller," "sellers," "merchant," "merchants," "business," "businesses," "vendor," "vendors") operate as guided by the Terms & Conditions Notice listed hereunder. By visiting us at foreverandagainbridalandbeauty.com.au, you ("your," "user," "users," "buyer," "buyers," "customer," "customers") accept these Terms & Conditions Notice. Please read the terms carefully. When you use any current or future F&A service (such as your account or profile, gift certificates, your reminder service, etc.) or visit/buy from any business affiliated with F&A, whether or not included in F&A, you will be subject to these guidelines. These Terms & Conditions Notice supersede all previous representations, understandings or agreements provided by F&A. By using F&A you agree to be bound by these Terms & Conditions Notice. All products or services and information displayed on F&A constitute an "invitation to offer." Your order of purchases constitutes your "offer," which shall be subject to the Terms & Conditions Notice as listed below. F&A reserves the right to accept or deny your offer for any reason at any time.

Definitions

"Agreement" means Terms & Conditions Notice as described herein including the privacy policy and all schedules, annexes and appendices and will include references to agreement as amended, negated, varied, supplemented, or replaced periodically. F&A identifies the shopping platform foreverandagainbridalandbeauty.com.au as the site or website. F&A also describes it and its affiliates, which provide users the ability to purchase products listed on F&A. "Vendor," "seller," or "affiliate" describes any person or legal entity that offers products for purchase on a F&A platform. "Product" or "products" include any goods, products, merchandise, services, offers, or display items that are displayed on F&A by its vendors, as well as the related description, information, warranties, delivery schedule or procedure.

Electronic Communication

When you visit F&A or transmit emails, it is understood that you are communicating electronically with F&A. As a result, you are thus giving your consent to receive electronic communications from F&A. Our representatives may communicate with you by email or within F&A platforms. You agree that all notices, disclosures and other communications provided to you electronically meet a legal requirement that such communications must be made in writing.

Acceptance

Your access and use of the website indicates that you have read, understand, and agree to be bound by these Terms & Conditions Notice, whether or not you are a registered F&A user, and is subject to your compliance with these Terms & Conditions Notice. F&A reserves the right to alter, add or remove any portion of the Terms & Conditions Notice at any time without prior notice. Your continued use of the website constitutes your acceptance of the agreement with all such changes. It is your responsibility to periodically check the website for any possible changes to the Terms & Conditions Notice. If you do not agree to be subject to these or any future Terms & Conditions Notice, please do not access or use (or continue to access or use) F&A. In addition, F&A may post additional terms, conditions, rules or requirements related to the website, mobile site, or any of the services provided by those platforms. At its sole discretion, F&A may also provide other services governed by different Terms & Conditions Notice.

Disclaimer of the Warranties & Limitation of Liability

F&A offers its services as a matter of convenience. F&A expressly disclaims any liability resulting from the uploading of any obscene, vulgar or pornographic images, or modifying images available through this service in an obscene manner. F&A also disclaims all warranties, expressed or implied, including but not limited to implied warranties or merchantability and/or fitness for particular use. F&A does not warrant that its website, mobile site, application, servers or electronic communications it sends do not contain viruses or harmful content. F&A will not be liable in the event that the use of its website, mobile site, server or electronic communication transmission result in damages, including, but not limited to direct, indirect, incidental, punitive and consequential damages.

F&A services are provided on an "as is" basis without warranties, whether expressed/implied. F&A does not warrant or represent maintaining confidentiality of information, although F&A does regularly make reasonable attempts to ensure maximum confidentiality. It is understood by users that all warranties and after-sales services, expressed or implied, occur directly between vendors and customers as per the terms of the vendor. F&A does not endorse in any way the contents from advertisers on its pages or in other communications. F&A will not be responsible for any subsequent damages affecting users of its services, website or mobile site. Such damages, without limitation, include loss of revenue or data resulting from delays, non-deliveries, missed deliveries, or service interruptions that take place as a result of any act or omission of sellers. This disclaimer of liability applies as well to any damages or injury caused by any failure of performance, omission, error, interruption, defect, deletion, delay in operation or transmission, computer or mobile virus, theft, communication line failure, destruction or alteration of record, or unauthorized access to or use of record, whether from breach of contract, negligence, tortious behaviour or under any other cause of action.

F&A assumes no liability for monitor or other damage suffered on account of:

- o The delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of services.

- o Any interruption or errors in operation of services. The user expressly understands and agrees that F&A will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages. These include but are not limited to damages for loss of profits, goodwill, use, data, or other intangible losses (even if F&A has been made aware of the possibility of such damages).

Users agree that users shall be solely responsible for their conduct and that F&A reserves the right to terminate access to our service immediately, notwithstanding any penal provisions under cyber laws or any allied laws enacted by government or other statutory, legislative or regulatory authority authorize in this regard periodically. Under no circumstance shall F&A or its affiliates or contracted companies be held responsible for any direct, incidental, indirect, punitive, special, consequential or any other damages at all, without limitation, including damages for loss of use, data, or profits. Such damages include those arising out of or in any way connected to the use of or performance of F&A's website, or services, such as interrupted communications, delays, lost data, or lost profits arising out of or in connection with this agreement. F&A therefore neither offers more endorses any judgement or warranty and takes no responsibility for the availability or authenticity of any goods or services, or for any damage, loss, or harm, or consequential violation of international or local laws that may come as a result of your visit to and/or any transaction made on F&A.

Notwithstanding anything that is contained herein, F&A serves only as a platform to facilitate transactions between buyers and sellers and is in no way responsible for the quality of products, damages, expenses, losses and/or taxes incurred by users for products. Nor is F&A responsible if vendors, affiliates, or merchants are not able to service the orders of any user for any reason, or any misrepresentation of any sort by vendors, affiliates, or merchants. In no event shall F&A, its directors, officials, representatives, or employees be responsible for any damages or claims related to products purchased through its platforms. All prices, unless specified otherwise, are in currency and F&A reserves the right to enhance currency offerings or limit currency offerings at any time without notice.

F&A shall not be responsible for any delay or non-delivery of products purchased from sellers due to floods, war, fires, natural disasters, acts of God, or any cause that is beyond F&A's control.

The availability of items is subject to change without prior notice and at the sole discretion of F&A; Orders may be cancelled if any vendor's product(s) go out of stock. F&A reserves the right to refuse or cancel orders made for any product that is listed with an inaccurate price that may be higher or lower than the actual price. Cancellations may occur whether or not any order has been confirmed or payment made by credit card, electronic payment, or other means. In the case that F&A has processed payment, the refund amount shall be credited back to you, and you will be informed of the refund by email.

In the case of credit or debit card transactions, you must use a card that is issued in the name of the F&A user.

F&A will not be responsible for potential credit or debit card fraud.

Liability for fraudulent credit card, debit card or electronic payment transactions shall lie solely upon the user to "prove otherwise."

Any request for the cancellation of any order once duly made on the F&A website shall be entertained at the sole discretion of F&A.

In the event a non-delivery takes place as the result of a mistake made by a user (such as providing an incorrect name or address) the burden of any extra cost incurred by F&A for re-delivery shall be placed upon the user. F&A and its affiliates reserve the right to cancel orders under their sole discretion for any reason. Reasons include but are not limited to the product being out of stock, or for any other reason, without any intimation to the user.

Minors (i.e. persons being under the age of 18 years) are not eligible to register as F&A users and shall not purchase any of the items displayed on F&A. As a minor, if you would like to purchase an item, such purchases must be completed by a parent or legal guardian, who has registered as an F&A user, or accesses F&A as a guest. F&A reserves the right to terminate your registration and deny access to F&A if we are made aware that a user is under the age of 18 years.

Users agree, undertake and confirm that products purchased by placing an order on all platforms of F&A are purchased for personal use by F&A users, their family members, or their friends. Such products are not intended to be re-sold.

Business entity registration: If you are registering as a business entity, you represent that you are duly authorized by that business entity to accept these Terms & Conditions Notice and that you have the authority to operate under these Terms & Conditions Notice on behalf of that business.

Trademark & Copyright

F&A's logo that is hosted on F&A platforms and used in any other locations as part of a communication with users is registered by F&A and may not be used, communicated or distributed without the possession of express written consent from F&A.

License & Site Access

F&A grant users a limited license to access its platforms, and not to download (other than the page caching) or modify it or any portion of it, except in the case the F&A provides consent for such an action. License does not include any re-sale or commercial use of the site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of these platforms or their contents; any downloading or copying of account information for benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. These platforms or any portion of them may not be reproduced, duplicated, sold, re-sold, copied, visited, or otherwise exploited for any commercial purpose without F&A's express written consent. You may not frame or use any framing techniques to enclose any of the registration, logo, or any proprietary information (including page layout, images, text or form) of F&A or our affiliates without express written consent. You may not use any meta tags or any other "hidden text" or F&A's name or our copyrighted images without F&A's express written consent. Any unauthorized use terminates the permission or license granted by F&A. You are granted a limited, non-exclusive, and revocable right to create any hyperlink to the F&A.com homepage as long as the link does not portray the services or products of F&A or its affiliates in a false, derogatory, misleading, or otherwise offensive matter, or as you having the right to ownership of the same in any form. You may not use our trademark, or any F&A logo or other proprietary graphic as part of link without express written consent and our acceptance.

Your Account

F&A users are solely responsible for maintaining their account's security, and for restricting access to their digital device. Users also agree to accept sole responsibility for all activities that occur within their account. F&A does not sell products for children, but it sells the to adults who may purchase the products on behalf of children. Users under the age of 18 may only use F&A with the involvement of a parent or legal guardian. F&A reserves the right to cancel any order or service by/to any user at any time F&A reserve the right to terminate accounts, deny service, alter or remove content, or cancel orders at any time under our sole discretion. F&A is associated with all of our vendors for the supply and also service of goods directly to the customers. F&A serve as a marketplace in which independent merchants' products are sold. After sales service and given

warranty for products sold by merchants doing business in F&A marketplaces, as duly applicable for respective products, will be undertaken and handled by the respective merchants or through individual service centers.

Why and when we collect your information

We collect the information you give us either online or by email, post, face to face, over the phone or through our reseller channel. In most cases, the personal information we will collect from you is the personal information required to provide services to you, and also for ongoing management and support of those services where applicable. This information may include your full name, mailing address, phone number, email address, ABN and other relevant additional details. We also may collect your payment details such as your credit card number or bank account details.

Forever and Again Bridal and Beauty makes limited and only necessary use of cookies and web storage on this website. A cookie is a small message given to your web browser (on the device you are using) by our web server and in return to store information about user preferences. Without cookies; services you ask for and need such as remembering your shopping cart or login username cannot be provided otherwise. We also use cookies to track your interaction with our website, personalise your experience on our website and provide information on our product offerings through content networks across the internet (such as tailored advertising to you). HTML5 web storage is like a cookie. Advertising cookies enhance functionality and capability of data storage and personalisation when you utilise our website; we use both performance and functionality cookies to enhance your experience.

How we use your information

We collect and use your personal information to deliver our services to you. This will include provision to you of sales and services.

We may use your information to measure your experiences of our services, improve existing services, develop new services and perform research associated with those services. We also use the information to provide you with exclusive offers and promotions, newsletters or invitations to events. All our marketing communication will contain an unsubscribe function. You can use that function to opt-out of our marketing at any time.

Disclosure of your information to third parties

Your information may be shared within our internal group, but you can be confident that each member of the group has the same commitment to protect your personal information.

We may supply your personal information to third parties to perform services on our behalf, or who provide services to us in assisting us with the purposes for which we have collected and may use your personal information. Our relationships with such third-party service providers are governed by our contracts with them and we will ensure that your personal information is given adequate protection as required by law.

Security

Keeping you and your personal information secure is very important to us. We take several reasonable steps to try to protect the personal information that you provide, including:

- using a Secure Socket Layer (“SSL”) to encrypt the personal data that you send us during the order process (including any financial information such as credit or debit card details);
- requiring you to establish a password to access your account on our Website;
- not keeping details of your credit or debit card that would enable any third party to transact using that credit or debit card (such as your CCV number); and
- regularly monitoring our IT systems for possible vulnerabilities and attacks. Unfortunately, despite this, the transmission of information via the Internet is not completely secure. We cannot guarantee the security of your personal data transmitted to or through our Website, and any such transmission is at your own risk. Please keep in mind that if you voluntarily disclose personal information through other means of communication than the Website in a non-protected environment (such as through email, sms, online messages) then that information can be collected and used by others outside of our or your control.

Accuracy / Access

If you've moved, changed phone numbers or email address, please let us know. If you wish to change or update any of the personal information you have provided, you can always ask us. Subject to our obligation to retain your personal information for the purposes of providing services to you or for the purposes of law, you may also contact us to request erasure of your personal data, please email admin@foreverandagainbridalandbeauty.com.au. Any queries or to exercise any of your rights in association with actions or dealings with Forever and Again Bridal and Beauty feel free to contact us via email <mailto:contact@foreverandagainbridalandbeauty.com.au> or post to PO BOX 2013 Taylors Lakes VIC 3038.

Retention of Data

We will only retain your personal data for as long as is necessary. We will need to retain your data for as long as you have an account with us and will keep your data while your account is active and for a reasonable period afterwards to ensure we are able to properly deal with any enquiries. We will also need to retain data to comply with our legal obligations such as compliance with tax laws.

Notifiable Data Breach

A data breach happens when personal information is accessed or released without authorisation or is lost. Serious harm may include physical, financial, emotional, psychological or reputational harm. In the event that any issue with your data occurs; we have procedures in place to ensure that a data breach is properly identified, assessed, contained and reported.

Changes

We may make changes to its privacy policy and terms and conditions from time to time. You should check our privacy policy and terms and conditions often to see if we have made any changes.

Return Policy & Terms of Sale

Merchandise will be accepted by Forever and Again Bridal and Beauty for a full refund or credit (excluding any shipping charges) or for exchange only if returned in saleable condition within 15 days of purchase and accompanied by the original sales receipt.

Gift recipients are entitled to an exchange or a non-refundable merchandise credit upon presentation of receipt.

Competitions & Offers

We are vibrant & fast growing. Our competitions, give-away's and discount offers are here to assist both yourself & our growth. Please contact us if you have several choices of offers at hand and not sure which is the best to choose from, we kindly ask that you understand that only one offer can be used at one time xx F&A xx