

DIARY OF A BRIDE

TERMS & CONDITIONS

These Terms & Conditions ("Terms") apply to your access to and use of the Diary of a Bride platform, website and related services ("Diary of a Bride", "DOAB", "Platform", "we", "our" or "us"). By creating an account, commencing a free trial, subscribing to Diary of a Bride, or otherwise using the Platform, you agree to these Terms.

1. Diary of a Bride

Diary of a Bride is a software platform designed to assist beauty professionals, wedding and event professionals and other businesses with managing bookings, clients, communications, payments, contracts, forms, scheduling and other business administration.

We grant you a limited, non-exclusive, non-transferable right to access and use the Platform for your business purposes while your account remains active.

2. Account Registration

You must provide accurate and current information when creating your account.

You are responsible for maintaining the confidentiality of your login details and for activity occurring through your account. You must notify us promptly if you believe your account has been accessed without authorisation.

3. 14-Day Free Trial

Eligible new customers receive a **14-day free trial** beginning on the date their account is created.

When signing up, you will select your Diary of a Bride subscription plan and will be shown the applicable subscription price and billing frequency. **Payment details are required to commence the free trial.**

Unless you cancel before the end of your 14-day free trial, your trial will **automatically convert to the paid subscription plan you selected when signing up**, and your nominated payment method will be charged the applicable subscription fee.

Your subscription will then continue on a recurring basis at the price and billing frequency applicable to your selected plan unless you cancel.

You do not need to take any action to continue using Diary of a Bride after your trial. Your account, information and data will remain available when your paid subscription begins.

You may cancel at any time in accordance with Section 5.

4. Subscription and Payment

Diary of a Bride subscriptions are billed in advance on a recurring basis using the payment method associated with your account.

Your applicable subscription price is the price presented and agreed to when you select your plan. Pricing may differ depending on your selected plan, number of users, team configuration, promotional offer or other agreed arrangement.

If we change the price applicable to an existing subscription, we will provide reasonable notice before the new price takes effect. If you do not wish to continue at the new price, you may cancel your subscription before the change takes effect.

You authorise Diary of a Bride and its payment provider to charge your nominated payment method for recurring subscription fees until your subscription is cancelled.

If a payment cannot be processed, we may retry the payment and/or suspend access to the Platform until outstanding amounts are resolved.

5. Cancellation

There are **no locked-in contracts** for standard recurring subscriptions.

You may cancel your subscription at any time. Cancellation stops future subscription renewals. Unless otherwise stated or required by law, your account will remain available until the end of the subscription period for which you have already paid.

It is your responsibility to cancel your subscription before the end of the free trial or before your next billing date if you do not wish to incur the applicable subscription charge.

If you experience difficulty cancelling, contact support@diaryofabride.com.au.

Cancelling your subscription does not automatically entitle you to a refund for subscription periods already commenced, subject always to your rights under Australian Consumer Law.

6. Refunds and Australian Consumer Law

Except where required by law, subscription fees already charged for a subscription period are generally non-refundable for change of mind, failure to cancel before renewal, or non-use of the Platform.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

Where Australian Consumer Law entitles you to a refund, cancellation, remedy or other right, those rights will apply regardless of anything stated elsewhere in these Terms.

7. Access to the Platform

Your subscription provides access to the features included in your applicable Diary of a Bride plan.

We may improve, update or modify features of the Platform from time to time as the software develops.

We do not guarantee that the Platform will operate uninterrupted or error-free at all times. Maintenance,

technical issues, third-party services, internet outages and circumstances outside our reasonable control may occasionally affect availability. Where reasonably practicable, we will work to rectify material technical issues affecting the Platform.

8. Your Data and Content

You retain ownership of the client information, images, documents, templates and other content you upload to Diary of a Bride.

You grant us the limited rights reasonably necessary to host, process, display, back up and otherwise handle that content for the purpose of operating and providing the Platform to you.

You are responsible for ensuring that you have the appropriate authority, permissions and consents to upload and process personal information belonging to your clients, staff or other third parties. Your use of personal information through Diary of a Bride must comply with applicable privacy and other laws.

9. Third-Party Services

Diary of a Bride may integrate with or rely upon third-party services, including payment processors and other software providers. Your use of those services may also be subject to the third party's own terms and policies.

We are not responsible for outages, changes or failures caused by third-party services outside our reasonable control.

10. Acceptable Use

You must not use Diary of a Bride for unlawful, fraudulent or abusive purposes; attempt to gain unauthorised access to the Platform or another user's account; introduce malicious code or intentionally interfere with the operation or security of the Platform; reverse engineer, copy or reproduce the Platform except where permitted by law; use the Platform in a manner that infringes another person's intellectual property, privacy or other legal rights; or provide your login credentials to unauthorised persons.

11. Suspension and Termination

We may suspend or terminate access where reasonably necessary if you materially breach these Terms, misuse the Platform, fail to pay applicable subscription fees, or create a material security or legal risk.

Where appropriate, we will provide reasonable notice and an opportunity to rectify the issue before terminating an account. You may terminate your subscription by cancelling in accordance with Section 5.

12. Data Following Cancellation

Following cancellation or termination, access to your account and data may cease after the applicable subscription period ends.

You are responsible for exporting or retaining information you require for your own business records before your access ends.

We may retain certain information where reasonably necessary for legal, security, backup, accounting or regulatory purposes and in accordance with our Privacy Policy.

13. Intellectual Property

Diary of a Bride and its software, branding, designs, functionality and other proprietary materials remain the property of Diary of a Bride or its licensors.

Your subscription provides a right to use the Platform. It does not transfer ownership of Diary of a Bride's intellectual property to you.

14. Liability

To the maximum extent permitted by law, Diary of a Bride is not liable for indirect or consequential loss arising from use of the Platform, including business interruption or loss of profits, where such liability may lawfully be excluded.

You remain responsible for your own business decisions, client records, pricing, contracts, bookings, financial information and compliance obligations.

Nothing in this section limits any liability or right that cannot lawfully be limited or excluded, including rights under Australian Consumer Law.

15. Changes to These Terms

We may update these Terms from time to time to reflect changes to the Platform, pricing, business practices or legal requirements.

Where a change materially affects an existing customer's rights, obligations, subscription pricing or cancellation arrangements, we will provide reasonable notice before the change takes effect where required or appropriate.

Continued use of the Platform following the effective date of updated Terms constitutes acceptance to the extent permitted by law.

16. Governing Law

These Terms are governed by the laws applicable in Queensland, Australia.

Nothing in these Terms is intended to restrict any right you may have to bring a claim in another jurisdiction where applicable law gives you that right.

17. Contact

Questions regarding these Terms, your subscription or cancellation can be directed to:

Diary of a Bride

support@diaryofabride.com.au