Partner Agreement — Salon

Last updated: 19 November 2026 · Version 2.14 · www.pampaapp.com/partner-agreement-salon

1. What this agreement covers

This agreement sets out the terms under which your business uses the Pampa app to offer and deliver beauty and wellness services to customers. By tapping "I agree" during sign-up, the person signing up on behalf of the business enters into this agreement between the business and Pampa.

This is a business account agreement. If you are a solo professional who delivers all services personally and is not signing up on behalf of a business, the Individual Professional Partner Agreement applies instead.

2. Authority to bind the business

The person accepting this agreement on behalf of the Salon warrants that:

- They are authorised to bind the business named during sign-up to this agreement.
- The business name provided is the correct legal or trading name of the business.
- They have the authority to make the representations and give the warranties set out in this agreement on behalf of the business.

At the point of acceptance, the signatory will be asked to confirm: "I confirm I am authorised to bind [Business Name] to this agreement."

If the person accepting this agreement is not authorised to bind the business, the business is not bound, and Pampa may suspend or close the account.

3. What Pampa is — and is not

Pampa is a marketplace platform. We connect customers with independent beauty and wellness professionals and businesses. We do not provide beauty or wellness services ourselves.

Your business is not an employee, contractor, agent, or representative of Pampa. Nothing in this agreement creates an employment, partnership, joint venture, or agency relationship between your business and Pampa. Your business is an independent operator that uses the Pampa platform to find customers, manage bookings, and process payments.

Your business is free to:

- Set its own prices for each service offered.
- Set its own availability and operating hours.
- Set its own service area (how far you are willing to travel).
- Accept or decline any booking request at your discretion.
- Work with other platforms, maintain your own client base, and operate your business however you see fit outside of Pampa.

Pampa does not direct or supervise how your business delivers its services.

4. Your obligations

4.1 Responsibility for your staff

Your business is responsible for the conduct, performance, and compliance of every staff member who delivers a Pampa booking on behalf of your business. This includes staff members who were not the person who set up the account.

If a staff member attending a booking is not the person whose profile the customer booked through, the customer's experience must still be consistent with your business's Pampa profile, including the credentials, service quality, and safety standards your business has declared.

4.2 Comply with the law

Your business must comply with all applicable Australian Commonwealth, State, and local laws and regulations that apply to the beauty and wellness services you provide. This includes, but is not limited to:

- Any licensing, registration, or certification requirements for your trade in New South Wales.
- Workplace health and safety obligations.
- Consumer protection laws, including the Australian Consumer Law.
- Tax obligations, including company tax, GST, PAYG withholding for employees, and superannuation contributions.
- Workers' compensation obligations for your staff (see section 12).
- Any local council regulations that apply to mobile service delivery.

Pampa does not monitor or enforce your compliance with these laws. Compliance is the responsibility of your business alone.

4.3 Behave professionally

When any staff member delivers services through Pampa on behalf of your business, your business agrees that they will:

- Arrive at the agreed time, or notify the customer and Pampa promptly if they will be late or cannot attend.
- Present themselves in a manner consistent with your business's Pampa profile.
- Treat every customer with respect and courtesy.
- Leave the customer's premises in a clean and tidy state.
- Not engage in any conduct that is unlawful, threatening, abusive, harassing, or discriminatory.

Your business is responsible for ensuring every staff member who delivers Pampa bookings understands and follows these standards.

4.4 Maintain accurate contact details

Your business must keep its contact details (phone numbers, email) current in the Pampa app so that customers and Pampa can reach you about active bookings. If your business uses the staff phone number feature to assign different contact numbers to different bookings, all listed numbers must be current and reachable.

4.5 Identity verification of the signatory

The signatory of this agreement (the natural person who signed up for the salon account on behalf of the business) must complete Pampa's identity verification before the business can accept bookings. Verification confirms the signatory's personal identity. It does not verify the business's ABN, insurance, or any staff member's identity separately.

Identity verification is performed either by Pampa staff (manual review) or by a third-party identity verification provider (Persona), which collects a government-issued photo ID and a selfie (biometric information) from the signatory.

If the signatory is not verified, the business will appear in customer search but will not be able to accept bookings. A verification lasts one year; after that it expires, and the business can't accept new bookings until the signatory renews it in the app.

Customers don't have to verify their identity before sending your business a booking request. Each request shows whether the customer has verified. When your business accepts a request from a customer who hasn't verified, it can ask them to verify before they pay; this option is selected by default. If your business chooses not to ask, it accepts that Pampa has not confirmed that customer's identity. Your business can still decline any request.

By using Pampa as a business you consent to identity verification of the signatory by Pampa or its designated third-party provider, and to the processing of that data as described in our Privacy Policy.

The "Verified Pro" badge displayed on the business profile confirms only the signatory's identity. It does not constitute an endorsement of the business, its staff, their qualifications, or their conduct.

4.6 Keep Pampa bookings on Pampa

Once the customer has paid for a booking, Pampa lets your business contact them so you can deliver that booking. Your business must not use their contact details to arrange, take payment for, or complete that booking — or further bookings with a customer Pampa introduced to you — outside the app in order to avoid the Pampa Service Fee. This obligation extends to any staff member who receives customer details to deliver a Pampa booking.

This does not restrict your independent business. Customers your business finds through its own channels are entirely yours. This clause only protects bookings and customer relationships that originated through the Pampa platform.

Pampa may suspend or terminate your account if your business circumvents the platform in this way.

5. Your credentials — accuracy and disclosure

5.1 What you can declare

During onboarding and at any time afterwards through the "Stand Out" section of the app, your business may declare the following credentials:

- Australian Business Number (ABN) — optional
- Public liability insurance (insurer and policy details)
- Professional certifications held by your team (e.g., Certificate III in Hairdressing)
- Product types used by your business (standard, organic, vegan, or a combination)
- Product brands used by your business
- Team gender composition
- Staff safety policy (how your business manages staff safety when attending customer homes)

All credential fields are optional. Your business is not required to complete every field. However, any information you do provide must be accurate and current.

5.2 Your warranty of accuracy

By entering any credential information, your business warrants that:

- The information is true, accurate, and not misleading at the time it is provided.
- The business holds or possesses the qualifications, insurance, or registrations it claims to hold.
- The credentials declared apply to the business and, where relevant, to any staff member who may deliver Pampa bookings.
- Your business will update its credentials promptly if they change, expire, or are revoked.

If your business declares an ABN, it warrants that the ABN is validly registered to the

business and that the business is entitled to use it for the services offered through Pampa.

If your business declares public liability insurance, it warrants that the policy is current, provides coverage for the mobile beauty and wellness services delivered by your staff through Pampa bookings, and covers all staff members who may attend customer appointments.

If your business declares team certifications, it warrants that the certifications are held by one or more members of the team who actively deliver Pampa bookings, and that the business will not claim certifications held only by staff who do not deliver Pampa bookings.

5.3 How Pampa displays your credentials

Pampa displays the credentials your business provides on your profile under the label "Provided by [Business Name]". This label tells customers that the information comes from your business, not from Pampa.

Pampa does not independently verify, check, or validate any of the credentials your business provides. If an ABN is added, we check it against the Australian Business Register before showing the Registered Business badge. We do not check any other credential. We do not contact your insurer. We do not confirm certifications with any issuing body. The "Provided by [Business Name]" label reflects this — it is a factual statement that the information was supplied by your business.

5.4 Credential snapshots

When a customer creates a booking with your business, Pampa captures a snapshot of your declared credentials at that moment and attaches it to the booking record. This snapshot is not modified afterwards, even if your business later updates its profile. It serves as the record of what your business represented to the customer at the time of that booking.

6. Bookings

6.1 How bookings work

1. A customer selects one or more of your services, picks a date and time, and submits a booking request.

2. Your business receives a notification and can review the request, including any preferences or allergy information the customer has provided.

3. Your business chooses to accept, decline, or propose an alternative time. You are under no obligation to accept any booking.

4. If you accept, the customer is asked to pay the service price through Stripe.

5. Once the customer pays, the booking is confirmed and both parties receive a confirmation.

6. On the day of the appointment, a member of your staff travels to the customer's location and delivers the service.

7. As the appointment goes, your business marks On my way and Arrived in the app, and the customer starts the appointment and marks it complete.

If the steps aren't marked. Pampa asks the customer whether your staff member arrived and whether the appointment took place, and they can start it in the app themselves. Your earnings for the booking are available once the customer confirms it took place. If they tell us it didn't, Pampa reviews the booking and holds your earnings until it is resolved. If they don't answer within 48 hours, the booking is completed where a step was recorded in the app that day, and is otherwise reviewed by Pampa. Marking the steps keeps a record of your staff member's visit, which helps Pampa support you if there is ever a question about a booking, and lets your earnings come through without waiting on the customer.

Instant booking (optional). If you turn on instant booking, customers pay when they book and

the booking is confirmed straight away, without your acceptance. Customers are offered only the times you are available on Pampa, so you are responsible for keeping your opening hours and days off up to date. You can't propose a different time on an instant booking. While instant booking is on, you must keep push notifications and booking emails turned on. The travel fee is worked out from your travel settings when the customer books and can't be changed afterwards. You can turn instant booking off at any time; bookings already confirmed stay. Your business needs at least one staff member added in the app before it can turn on instant booking.

How quickly your business replies. Pampa works out how quickly your business usually replies to booking requests, from your most recent requests, and shows it to your business. Once your business has replied to at least 3 requests, customers see "Usually replies within an hour", "a few hours" or "a day" on your profile and when they book your business. Nothing is shown to customers if your business usually takes longer than a day, or while instant booking is on. Accepting, declining or offering another time each count as a reply. A request that closes without a reply counts as slow.

6.2 Staff attending bookings

The staff member who attends a booking may not be the person who set up the Pampa account or who accepted the booking request. Your business is responsible for:

- Ensuring the attending staff member is qualified and competent to deliver the booked service.
- Ensuring the attending staff member is aware of the customer's declared preferences and any allergy information.
- Ensuring the attending staff member's conduct is consistent with the obligations in this agreement.

If your business assigns a staff member to a booking using the staff phone number feature in the app, the assigned staff member's contact details will be shared with the customer for that booking.

On an instant booking, Pampa assigns a staff member for your business: one who is free at that time, choosing first from those you have said do that service. Your business can change who attends, to another staff member who is free then, until someone is on the way. Your business remains responsible for who attends.

Your business can add a photo of each staff member. If it does, the customer of a booking that staff member is assigned to sees the photo once they have paid, until the appointment is done, so they can check who has arrived. A staff photo must be a current photo that clearly shows that staff member's face, and your business must have the right to share it with customers for this purpose.

6.3 Additional services during an appointment

During or at the end of an appointment, your staff member and the customer may agree in person to additional services beyond what was originally booked. This is common in beauty and wellness — for example, a customer may ask for an extra treatment, or the attending staff member may identify that preparation work is needed before the booked service can be performed.

If additional services are agreed in person, your staff member may add them through the "Additional Services" feature in the app and send an invoice to the customer. This creates a separate payment request processed through Stripe.

Your business must only invoice for services that the customer has agreed to in person. The in-person discussion between the attending staff member and the customer is where the agreement for additional services is made. The app's invoice is the billing mechanism for that

agreement, not the agreement itself.

Your business is responsible for ensuring every staff member understands that additional services must be discussed and agreed with the customer before being invoiced.

6.4 Cancellation

Your business can cancel a confirmed booking in the app, and a reason is required when you do. Cancelling refunds the customer in full — the service price and the Pampa Service Fee — automatically, and notifies them straight away. Your business keeps nothing from a booking it cancels. If you cannot reach the app, contact Pampa as soon as possible so arrangements can be made for the customer. Cancellations are recorded, and repeated late cancellations may affect how your business is shown to customers.

Your business can cancel an instant booking within 2 hours of receiving it, or before the appointment starts if that is sooner, without it counting as a late cancellation. After that, it is recorded like any other cancellation. The customer is refunded in full either way.

6.5 Connected calendars are a helping hand, not a guarantee

You or your staff can connect an outside calendar (such as Google Calendar or your other booking software) so that Pampa can show when someone is already busy. You choose whose calendar it applies to — one team member, or the whole salon.

This is a convenience feature:

- We only read the calendar. We never create, change or delete anything in it.
- Depending on your business's setting, customers may not be offered a time when a whole-salon calendar shows busy, or when no staff member who does the service is free, and a new request for such a time may not go through. A connected calendar never cancels or declines a booking your business already has.
- If your business chooses Allow bookings, we let your business know about any overlap, for example in the request notification, and accepting, and who attends, is always your business's decision.
- We rely on information supplied by the other calendar provider. It may be incomplete, delayed or unavailable — for example if the provider is down, a change does not sync through, or the calendar is disconnected.

Your business remains responsible for managing your team's availability and for the bookings you accept. Pampa is not liable for a double-booking, a missed appointment, or any loss arising because a connected calendar did not show something, or showed it late.

7. Fees and payment

7.1 How you get paid

When a customer pays for a booking, the full service price is collected by Stripe and deposited into Pampa's Stripe account. Pampa then calculates your business's earnings by deducting the card processing fee described below. Your earnings are held in Pampa's Stripe account until your business requests a payout.

7.2 Pampa Service Fee

Pampa takes no commission: it does not deduct a platform fee from your business's earnings. The only deduction is card processing (see 7.3). If your business runs an offer, its discount comes off your price. Offers that Pampa runs, including Pampa vouchers, are paid for by Pampa: the customer pays less, and your business's earnings are worked out on its full price. If a customer cancels late and only part of the price is refunded, your business keeps the part that isn't refunded.

The Pampa Service Fee is charged to the customer separately, on top of your business's service price. It is worked out on the service price, before any offer and not including any travel fee: 10% of the service price when the service price is under $300 AUD, and a flat $25 AUD when the service price is $300 AUD or more. It is waived on the customer's first paid booking. The Service Fee is Pampa's revenue — it is not paid to your business and does not affect your listed price or your business's earnings calculation.

If a booking is cancelled and the customer receives a partial refund, the Service Fee is refunded to the customer in the same proportion as the service price.

7.3 Transaction processing fee

A payment processing fee of 1.7% + $0.30 AUD applies to each transaction. This is the rate Pampa is charged by Stripe for domestic Australian card payments (GST inclusive) and is passed through to your business. Each booking has at least one transaction (the initial payment); a second transaction occurs only if extra services are added during the appointment and the customer pays them. The processing fee applies once per transaction because Stripe charges Pampa once per transaction.

The processing fee is worked out on the part of the service price the customer's card pays. Any travel fee is passed on in full, with no fee taken from it. When a Pampa offer or voucher pays part of the price, no card is charged for that part, so no fee is taken on it; when it covers a payment in full, no processing fee applies to that payment.

7.4 Worked examples

Example A — initial booking only ($100 service):

- Processing fee: ($100.00 x 1.7%) + $0.30 = $2.00
- Your business's earnings: $98.00

Example B — initial booking + $50 of additional services added during the appointment:

- Initial — Processing: ($100.00 x 1.7%) + $0.30 = $2.00
- Additional — Processing: ($50.00 x 1.7%) + $0.30 = $1.15
- Total fees: $3.15
- Your business's earnings: $146.85

Example C — $100 service with $40 off from a Pampa offer (the customer's card pays $60):

- Processing fee: ($60.00 x 1.7%) + $0.30 = $1.32
- Your business's earnings: $98.68

All amounts are in Australian Dollars (AUD). International cards are charged at a higher Stripe rate; if a customer pays with a non-AU card the higher processing fee will be passed through.

7.5 Payouts

To receive your business's earnings, you submit a payout request through the app and provide your business's Australian bank account details (BSB, account number, account holder name, bank name). Pampa staff will process your payout manually by transferring funds from Pampa's Stripe account to your nominated bank account.

The smallest payout you can request is $10 AUD. Pampa aims to send a payout within 2 to 3 business days of your request, and your bank may take 1 to 3 more business days to show it. Pampa will process payout requests within a reasonable time.

7.6 Changes to fees

Pampa may change the Pampa Service Fee or the transaction processing fee, or introduce a fee on your earnings, by giving your business at least 30 days' written notice through the app. If your business does not agree to a fee change, you may terminate this agreement before the

new fees take effect. Any bookings confirmed before the effective date of a fee change will be charged at the old rates.

7.7 Your tax obligations

Your business is responsible for its own tax obligations, including company tax, GST, PAYG withholding for employees, superannuation contributions, and any other taxes or levies that apply. Pampa does not withhold tax on your behalf. You should seek your own tax advice.

Tax invoices: if your business is registered for GST, it authorises Pampa to issue tax invoices to its customers on its behalf for services booked through Pampa, showing your business name, ABN and the GST included in the price. Pampa uses the GST status recorded with your verified ABN and re-checks it with the Australian Business Register about once a month. Prices on Pampa must include any GST your business charges. If your business is not registered for GST, Pampa's receipts show no GST for its services.

8. Photos and content

8.1 Photos uploaded during bookings

During a booking, your staff or the customer may upload before, during, and after photos through the app. These photos are public by default and will appear on your business's transformation gallery, which is visible to all Pampa users browsing your profile, and on your business's Pampa page on our website (pampaapp.com). The customer can make any of their booking photos private at any time, and Pampa may hide any photo; a private or hidden photo can't be made public again from your account.

8.2 Content licence

By uploading photos or other content to the Pampa app, your business grants Pampa a non-exclusive, royalty-free, worldwide, perpetual licence to use, display, reproduce, and distribute that content on the Pampa platform. This licence is for the purpose of operating and promoting the Pampa marketplace — for example, displaying your business's transformation gallery to prospective customers.

Your business represents and warrants that:

- The business has the right to upload the content and to grant this licence.
- The content does not infringe the intellectual property rights, privacy rights, or any other rights of any third party.
- Any staff member whose work, hands, or likeness appears in the content has consented to the upload and to the use described in this section.
- If the content depicts any person other than a staff member of your business (including a customer), the business has obtained that person's consent to the upload and to the use described in this section.

Your business is responsible for obtaining and maintaining these consents from your staff. Pampa may request evidence of staff consent at any time, and failure to provide it may result in the removal of the relevant content or suspension of your account.

8.3 What happens to photos if you leave or your account is deleted

If your business's account is deleted, your transformation gallery photos will be preserved in anonymous form. Your business name and details will be removed from the associated booking records, but the photos themselves will remain on the platform. This is because the photos form part of the platform's content and may also form part of the customer's booking history.

9. Privacy and personal information

9.1 What Pampa collects from your business

Pampa collects the following information from your business:

- The signatory's name and email address (from Google or Apple sign-in).
- The business name and description.
- Phone numbers for the business, and phone numbers and photos for individual staff members (if your business adds them).
- The business's base location and service radius.
- The business's weekly availability schedule.
- The services your business offers, including names, descriptions, prices, and durations.
- All credential information your business provides (ABN, insurance, certifications, product types, product brands, staff safety policy, team gender composition).
- Photos uploaded during bookings.
- Bank account details when your business submits a payout request.
- Your business's social media handles and Socials gallery photos, if you add them. (Pampa does not record staff members' locations.)

9.2 How your information is used

Your business's information is used to operate the Pampa marketplace — to display your profile to customers, to match you with bookings, to process payments and payouts, to deliver push notifications, and to resolve any disputes that arise. Full details are set out in the Pampa Privacy Policy, which your business should read separately.

9.3 Customer information

With a booking request, your business receives the customer's name, the suburb of the service address, and any allergy or sensitivity information they have shared. Their phone number is shared once they pay, and the exact address once your staff member sets off. Your business must treat this information as confidential and use it only for the purpose of delivering the booked service. Your business must not store, share, or use customer information for any other purpose, including marketing to the customer outside of the Pampa platform.

Your business must ensure that any staff member who receives customer information as part of delivering a Pampa booking also treats it as confidential and uses it only for the purpose of that booking.

Allergy and sensitivity information is health information under Australian privacy law and must be treated with particular care.

9.4 Rating customers

After a completed appointment, your business can rate the customer with stars, short tags and a note that only Pampa sees. Ratings must be honest, based only on that appointment, and never on a customer's race, religion, sex, gender identity, sexuality, disability, age or any other protected attribute. Other professionals see only a summary, never your business's name, your note or your individual rating. If you or your staff felt unsafe, you can tell us when you rate; that goes to Pampa staff as a safety report, not into the rating. A safety concern during an appointment should still go through Need help with this booking? straight away. Pampa may remove a rating that breaks these rules.

9.5 Booking notes and private notes

Booking notes are for the booking: your business's note to the customer, which can be written or changed until your business accepts, and aftercare once the appointment has started. The customer sees them and is told when the note changes. Pampa keeps any earlier

version and may read booking notes when looking into a safety report, complaint or dispute, so they must be professional. Changes to the services or the price must be made through the booking in the app, not agreed in a note.

Your business can keep private notes about a customer it has had a booking with, to help look after them next time. Anyone using your business's account can see them; the customer can't see them in the app, but can ask Pampa for the information held about them, and Pampa may read them to deal with a complaint or a legal request. Private notes must be respectful, factual and only about how your business delivers its service to that customer. They must not include health information (allergies and sensitivities belong on the booking, where the customer shares them), payment details, or anything about a customer's race, religion, sex, gender identity, sexuality, disability, age or any other protected attribute. Pampa may remove a note that breaks these rules.

10. Suspension and termination by Pampa

10.1 Suspension

Pampa may suspend your business's account immediately if we reasonably believe that:

- Your business has breached this agreement.
- A staff member delivering a Pampa booking on behalf of your business has engaged in conduct that may pose a risk to the safety or wellbeing of a customer.
- The credentials your business has declared are inaccurate, misleading, or fraudulent.
- Your business is the subject of a complaint that we are investigating.
- Continued access to the platform may expose Pampa, customers, or other professionals to legal liability.

Where practicable, we will notify your business of the suspension and the reason for it. During a suspension, your profile will not be visible to customers and you will not receive new booking requests.

10.2 Termination by Pampa

Pampa may terminate this agreement and permanently close your business's account if:

- A suspension issue is not resolved within a reasonable time.
- Your business has committed a serious or repeated breach of this agreement.
- Any staff member delivering Pampa bookings on behalf of your business has engaged in conduct that is unlawful, fraudulent, or seriously harmful to customers, Pampa, or the reputation of the platform, and your business has failed to take appropriate action.

We will notify your business in writing if we terminate the account and provide the reason, except where we are legally prevented from doing so.

10.3 Outstanding earnings on termination

If your business's account is terminated, any outstanding earnings that have been calculated but not yet paid out will still be paid to your business, less any amounts Pampa is entitled to withhold (for example, to cover refunds owed to customers for bookings your business did not complete).

11. Termination by you and account deletion

11.1 You can leave at any time

Your business may terminate this agreement and close its account at any time by using the account deletion feature in the app (Profile > Delete My Pampa Pro Account, at the bottom of Profile). You do not need to give a reason. You can't delete the account while a booking,

refund or payout is still open.

Before deleting the account, your business should:

- Complete or cancel any outstanding bookings.
- Submit a payout request for any earnings owed to the business.

11.2 What happens when the account is deleted

Pampa uses anonymisation rather than hard deletion. When your business's account is deleted:

Removed:

- Business name, signatory's name, email, phone numbers, profile photo, bio, base address, location coordinates, and service radius.
- All credential information (ABN, insurance, certifications, product types, brands, staff safety policy), except the insurance details recorded on past bookings, which are kept in case a customer makes a claim.
- Bank account details from any payout requests.

Kept in anonymous form:

- Booking records — the business name will be replaced with "A Pampa Professional" so customers retain their booking history.
- Reviews left by customers — the review text and star ratings remain, but they are no longer linked to an identifiable business.
- Transformation gallery photos from bookings — the photos remain on the platform but are no longer linked to your business name or profile.
- Financial records (invoices, payout amounts, dates) — retained in anonymous form for tax and audit purposes.

Disabled:

- Login credentials. The signatory will be signed out and will not be able to sign back in.
- Visibility on the platform. The business will no longer appear in any customer search results.

12. Insurance and workers' compensation

12.1 Public liability insurance

Pampa strongly recommends that your business maintain current public liability insurance covering the mobile beauty and wellness services delivered by your staff. If your business declares on the platform that it holds public liability insurance, it warrants that the policy is current, provides adequate coverage for the services offered, covers all staff members who may attend customer appointments on behalf of the business, and that your business will notify Pampa promptly if the policy lapses, is cancelled, or is materially changed.

If your business declares public liability insurance, it will be asked for its insurer, policy number and the date its cover ends. Once that date passes, your profile stops showing your business as insured until the renewed policy is added.

If a customer tells Pampa they intend to make a claim arising from a booking with your business, your business agrees that Pampa may give that customer the insurer, policy number and cover end date your business had declared at the time of that booking. Pampa only passes these details on — we do not assess, manage or decide claims, and any claim is between the customer, your business and its insurer.

Declaring insurance your business does not hold, or that has lapsed, is a breach of this agreement and may result in suspension or removal from the platform.

12.2 Workers' compensation

If your business employs staff (as opposed to engaging independent contractors), your business must maintain workers' compensation insurance as required under New South Wales law (or the law of any other State or Territory where your staff deliver services). This is a legal obligation that exists independently of this agreement. Pampa does not monitor or enforce your workers' compensation compliance, but a failure to maintain required workers' compensation insurance may constitute a breach of section 4.2 (comply with the law) and may result in suspension or termination of your account.

12.3 No insurance from Pampa

Pampa does not provide insurance coverage for your business, your staff, or the services you deliver.

13. Liability

13.1 Your business's liability to customers

Your business is solely responsible for the beauty and wellness services delivered by your staff. If a customer suffers loss, damage, or injury as a result of your business's services, the claim is between your business and the customer. Pampa is not a party to the service contract between your business and the customer and does not accept liability for your services.

Your business is liable for the acts and omissions of every staff member who delivers a Pampa booking on your behalf, as if those acts or omissions were those of the business itself.

13.2 Pampa's liability to you

Pampa provides the platform on an "as is" basis. While we aim to keep the platform running reliably, we do not guarantee uninterrupted access, and we are not liable for any loss your business suffers as a result of:

- Platform downtime, technical errors, or service interruptions.
- A customer failing to attend, cancelling, or disputing a payment.
- Any action taken by Stripe in relation to payment processing.
- Inaccurate information provided by a customer (including allergy or sensitivity information).

Nothing in this agreement excludes or limits any rights your business may have under the Australian Consumer Law that cannot be excluded by law.

13.3 Indemnity

Your business agrees to indemnify Pampa against any claims, losses, damages, costs, and expenses (including reasonable legal fees) arising from:

- The services delivered by your staff through the platform.
- Any breach of this agreement by your business or by any staff member acting on your business's behalf.
- Any inaccuracy in the credentials or information your business has provided.
- Any breach of applicable laws or regulations by your business or your staff.
- Any claim by a staff member of your business in connection with their engagement or employment by your business (including workers' compensation claims, unfair dismissal claims, or underpayment claims).

14. Intellectual property

The Pampa name, logo, app, and all associated technology and content (other than content your business uploads) are owned by or licensed to Pampa. This agreement does not transfer

any intellectual property rights to your business.

Your business retains ownership of the content it uploads (including photos), subject to the licence granted in section 8.2.

15. Dispute resolution

If a dispute arises between your business and Pampa under this agreement, both parties agree to first attempt to resolve it in good faith through direct discussion. If the dispute is not resolved within 30 days, either party may pursue the matter through mediation or, if mediation fails, through the courts of New South Wales, Australia.

Nothing in this section prevents either party from seeking urgent injunctive or interlocutory relief.

16. Changes to this agreement

Pampa may update this agreement from time to time. If we make a material change, we will notify your business through the app at least 30 days before the change takes effect. If your business does not agree to the updated terms, you may terminate this agreement before the changes take effect. Your continued use of the platform after the effective date of a change constitutes your business's acceptance of the updated agreement.

17. General

17.1 Governing law

This agreement is governed by the laws of New South Wales, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

17.2 Entire agreement

This agreement, together with the Privacy Policy, constitutes the entire agreement between your business and Pampa in relation to your use of the Pampa platform as a salon.

17.3 Severability

If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions continue in full force.

17.4 Waiver

A failure by Pampa to enforce any provision of this agreement is not a waiver of its right to do so later.

17.5 Notices

Notices under this agreement may be delivered through the Pampa app, by push notification, or by email to the address associated with your business's account.

17.6 Assignment

Your business may not assign or transfer its rights or obligations under this agreement without Pampa's prior written consent. Pampa may assign this agreement to a related entity or successor.

18. Acceptance

By tapping "I agree to the Partner Agreement" in the Pampa app, the signatory confirms that:

- They have read and understood this agreement.
- They are authorised to bind the business named during sign-up to this agreement.

- The business agrees to be bound by these terms.

The signatory will also be asked to confirm separately: "I confirm I am authorised to bind [Business Name] to this agreement."