

OMBRE POWDER BROW TRAINING AGREEMENT

The Ombre Powder Brow Training Agreement is operated by Lopo Aesthetics Inc. These terms and conditions from the agreement between you (hereinafter "Attendee") and Aesthetic Ink. By booking a course or workshop, you sign into this agreement and agree to abide and be bound by these terms and conditions. If you have any questions or concerns about this agreement, please contact Andrea (626) 733-3233.

- 1.1 In order to get the most out of the course, you should ensure you arrive on time and attend each session in full. If you are unable to attend, you must notify us by email at Info@AestheticInkByAndrea.com. Latecomers are admitted only at the discretion of the course instructor. You are not entitled to a refund if, because of your lateness, you miss all or any part of the course.
- **1.2** If behavior or conduct is deemed unacceptable or inappropriate solely on the discretion of the instructor, you will be asked to leave the training. No refund of fees will be made.
- **1.3** Attendees agree to submit to any search for any prohibited items including but not limited to weapons, controlled substances, illegal drugs, dangerous and illegal substances, and recording devices.
- **1.4** Aesthetic Ink has the right to remove any attendee from its course if, in its sole discretion, the attendee is exhibiting the behavior of an intoxicated person or a person under the influence of drugs.
- **1.5** Aesthetic Ink is entitled to change the venue or make changes to the course for any reason whatsoever.
- **1.6** Aesthetic Ink may use the attendee's image or likeness in any live or recorded video or photograph for promotional and/or advertising purposes.
- 1.7 Attendee agrees that this course is solely for her/his personal benefit.
- **1.8** Attendee agrees that this course does not in any way qualify him/her to be a trainer.



FEES & CANCELLATIONS

- 2.1 You must pay the required nonrefundable deposit for each course at the time you enroll. The deposit confirms your spot in the course. If you are uncertain you will be able to attend the course, please let us know as early as possible.
- 2.2 Following acceptance of your booking, you must pay the full amount of the course fee before the start of the course. Unless payment arrangements have already been made and agreed upon. Failure to pay the remainder of the fee will result in your losing place in the course.
- **2.3** If fees are not paid by due date, Aesthetic Ink will have the right to reallocate your place. You shall remain liable for the remainder of the fee for the course if we are unable to fill your place in the course.
- 2.4 Course transfer- If you are unable to attend the course and notify us 8 days prior to the course start date you may transfer your booking to a future course. Please note if the future course is in a higher fee you will be charged for the additional amount. If the cost of the future course is lower than the cost of the original course, any amount you paid in excess of the substituted course will be applied to the balance of the fee due for the substituted course.
- 2.5 Aesthetic Ink may cancel a course at any time prior to commencement. In the unlikely event that a course is cancelled, Aesthetic Ink will notify you as soon as possible and any fees or deposits received from you will be applied to a future course date of your choice. Attendee agrees that Aesthetic Ink may cancel a course due to adverse weather, dangerous situation, or any other cause beyond Aesthetic Ink's control without prior notice. Please note that Aesthetic Ink will not refund any incidental or accommodation costs for cancelled courses.
- **2.6** Elements of each course may be subject to change without notice. No refunds will be given in the event of any such changes although we will notify you of such changes.



PRIVACY/OWNERSHIP

- **3.1** Attendees are aware of the fact that manuals, photographs, etc. are the sole property of Aesthetic Ink.
- **3.2** Attendees are not permitted to copy, sell, publish, redistribute, reproduce, use for training, or provide to a third party in whole or in part of any Aesthetic Ink training materials.
- 3.3 Attendees can use Aesthetic Ink training materials solely as a personal reference. If you are unsure what us permitted usage, please contact Aesthetic Ink for confirmation.

LIMITATION OF LIABILITY

- 4.1 At no time, and specifically during the course, to the extent not prohibited by applicable law, in no event shall Aesthetic Ink be liable for personal injury, or any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages alleged to be arising out of or related to Attendee's attendance at the course. In no event shall Aesthetic Ink's total liability to you for all damages exceed the total amount of fees and deposit that Attendee has paid to Aesthetic Ink. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- **4.2** Aesthetic Ink is not responsible for any personal injury or damage to property arising from incidents occurring at the course venue. Attendee assumes all risk and danger incidental to the course including death, personal injury, loss, damage or liability.
- **4.3** Please be aware of where you keep your belongings at the workshop and please remember check your equipment or devices at the end of the course, so you do not leave anything behind. We are not responsible for loss of, or damage to your personal property.



LIMITATION OF LIABILITY

4.4 Attendee shall indemnify, protect, defend and hold harmless Aesthetic Ink, and its agents and/or partners, employees, directors, officers, and shareholders from and against any and all claims, damages, liens, judgements, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with Attendee's participation in the course. If an action or proceeding is brought against Aesthetic Ink by reason of any of the foregoing matters. Attendee shall upon notice defend the same at Attendee's expense by counsel reasonably satisfactory to Aesthetic Ink; and Aesthetic Ink shall cooperate with Attendee in such defense. Aesthetic Ink need not have first paid any such claim in order to be defended or indemnified.

GENERAL

- **5.1** The contract contains all the terms agreed between you and Aesthetic Ink and supersedes any discussions or other information previously provided concerning the courses.
- **5.2** If either party files suit in court of law to interpret or enforce terms of this agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third-party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this agreement.
- **5.3** This agreement shall be interpreted under the laws of California and any court action brought within the scope of this agreement will be brought in the Los Angeles County Court.
- **5.4** No terms in this agreement may be amended or waived unless agreed to in writing by Aesthetic Ink.



GENERAL

5.5	Aesthetic Ink has the right to refuse training or admission to course to anyone. In
	the event Aesthetic Ink refuses training or admission to course, Aesthetic Ink will
	refund payments made.

ATTENDEE SIGNATURE	
ATTENDEE PRINTED NAME	
DATE	