

PHILINGS ADVANCED ONLINE TRAINING AGREEMENT

Closed by and between:

Contractual parties:

1. Master Academy Ltd. 23 Newton Road, Whangarei, 0170
2. Name and Surname:
From:
Address:
(Further below: student).

Date:

Contractual parties agree as follow:

Introductory provisions

Article 1.

The Academy is provider of services of training in the field of PhiLings Advanced, including Microneedling and the Philon plasma pen involving Branko Babic and engaging other renowned masters of the PhiLings techniques.

Student is a person interested in attending training organized by the Academy, which agrees to be bound by the terms and conditions of the training as defined by this agreement.

Subject to the agreement

Article 2.

Subject to this agreement is providing of services in training in the field of PhiLings Advanced, using Microneedling and Philon technique and training. (further below: the Training).

This agreement defines:

- Date and time of the Training
- Program of the Training
- Price of the Training
- Terms and conditions to be applied for the Training attendance
- Terms to be fulfilled for receiving the Training certificate
- Other terms and conditions significant to the Training and regulation of mutual relations of the parties

Duration of the training

Article 3.

The online training organised by Master Academy is to be held online on via CraftMaster. _____

The student will receive a material package needed for student's practice. The student will receive the following materials:

- 2 x Phi Scars Microneedling Gel
- 2 x Phi Spots Microneedling Gel
- 2 x Phi Body Microneedling Gel
- 9 x Skin Candy Scar Protection Gel
- 9 x Skin Candy Sun & Sweat Protection
- 1 x Phi Wipes Asept (20pcs)
- 5 x Microneedling Hair Growth Serum

Compensation

Article 4.

The payment of the applicable fees for the online training is due prior to the training. If such payment is insufficient or declined for any reason the Academy may refuse to admit you to the online training and shall have no liability in that regard.

Terms and conditions of attendance and participation

Article 5.

The student agrees and accepts the terms and conditions of participation in the online training, whereas the term "You" refers to the student. Terms and conditions are as follows:

Admittance

Your registration entitles you to participation in the online training.

Use of Likeness.

By attending the online training you acknowledge and agree to grant the Academy the right at the training to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to the Academy, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

Training Content

You acknowledge and agree that the Academy, in its sole discretion, reserves the right to change any and all aspects of the online training including, but not limited to, the training name, themes, content, program, speakers, performers, hosts, moderators and time.

Limitations on Use

You agree that you will not reproduce, republish, distribute, transmit, display, broadcast or otherwise exploit in any manner any and whatsoever data, information, knowledge of technic, know-how transferred and made available to you at the session of the online training in any form and/or media, including but not limited to those available as online contents of Academy's Website (including but not limited to the access of the chat room etc.). You accept and acknowledge that you may use said material for your personal and non-commercial use only, without altering or removing any trademark, copyright or other notice from such material. By registering for the online training you agree not to sell, trade, transfer or share any complimentary merchandise you receive at the training.

Disruptive Conduct

You acknowledge and agree that the Academy reserves the right to remove you from the online training if the Academy, in its sole discretion, determines that your presence or behaviour create a disruption or hinder the training or the enjoyment of the online training by other attendees.

Photography, Recording, Live Streaming, and Videotaping

Students may not record or broadcast audio or video of sessions at the online training. Otherwise, the student will immediately ejected from the training and banned from future trainings. Academy considers such conduct theft of service and fraud and will report violators to law enforcement authorities.

Intellectual property

All intellectual property rights in and to the online training, the training content, website, material published on website and all materials distributed at or in connection with the training are owned by the Academy, its affiliates or the training sponsors or speakers presenting at the training. All such rights are reserved. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation “Phibrows” and “Microblading Academy”) or other trade names appearing at the online training, in any training content or any materials distributed at or in connection with the training for any reason without the prior written permission of the Academy.

For the avoidance of doubt, nothing in this terms shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by the Academy or any of its affiliates; nor does this terms grant to you any right or license to any other intellectual property rights of the Academy or its affiliates, all of which shall at all times remain the exclusive property of the Academy and its affiliates.

Miscellaneous

Article 6.

The Academy gives no warranties in respect of any aspect of the online training or any materials related thereto or offered at the online training and, to the fullest extent legally possible disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. The online training is provided on an “as-is” basis. Neither the Academy nor its affiliates accept any responsibility or liability for reliance by you any person on any aspect of the online training or any information provided at the training.

Except as required by law, neither the Academy nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the online training or other aspect related thereto or in connection with this agreement.

The maximum aggregate liability of the Academy for any claim in any way connected with, or arising from the online training or this agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to the Academy under this agreement.

Master Academy:	Student: