

## **Terms of Use: THE MODERN BRIDE**

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By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of ALL ABOUT THAT BASE outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by HARRIET HADFIELD (hereinafter “Artist”), and you agree you are voluntarily entering into a legally binding Agreement with HARRIET HADFIELD, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of ONE HUNDRED FORTY-NINE DOLLARS **(\$149)**, Client has agreed to purchase ALL ABOUT THAT BASE (hereinafter “Program”). In exchange, Artist agrees to provide the services outlined in the Program Details below, and Program Outline attached hereto.

### **1. Program Outline:**

- A. Client agrees and understands that he/she is purchasing ALL ABOUT THAT BASE by HARRIET HADFIELD a self-study Program designed to help makeup artists market themselves successfully, increase their client base, income and opportunities.
- B. Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in Program as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Artist’s website.

### **2. Confidentiality:**

- A. Client understands he or she is purchasing ALL ABOUT THAT BASE Program with Artist; one of the primary elements in engaging in a student/teacher relationship with Artist is his/her ability to provide Client with personal guidance, teachings, materials, and exercises that make up the program. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Artist, including but not limited to materials such as verbal advice, makeup tutorials, trainings, and guides, mindset guidance, modules, and/or other information that may have become available for use through Client’s participation in Program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own business without express written permission of Artist. Client also understands and agrees he/she will not disclose or use any information provided to Client.
- B. In addition, Artist understands he/she will likely obtain confidential information about Client and his/her business throughout the course of the program, and hereby agrees not to use, share, or otherwise reveal this information about Client, without Client’s express written consent.
- C. Should Client breach this provision and disclose confidential or proprietary information belonging to Artist or another participating in the Program, Client understands additional action may be taken by Artist up to and including legal action.

### **3. Testimonials:**

- A. Artist may request Client provide a testimonial to be published on Artist’s website or featured on Artist’s social media accounts. Client understands that he or she is not required to give any testimony and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Artist and Client if Client refuses testimonial.

- B. If Client accepts and provides Artist with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Artist's website, social media, or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release if asked, confirming same, and confirming Artist's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Artist an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Artist as part of a Testimonial.

#### **4. Payment and Payment Plan:**

- A. Client understands the cost of the program is ONE HUNDRED FORTY-NINE DOLLARS, U.S. dollars (\$149) which is payable up front, in full, unless a payment plan has been offered by Artist, or a promotion has been offered by Artist. Client agrees to render payment via credit card on Artist's sales and checkout page for Program. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Artist's website or a designated third-party payment processor of Artist's choosing, in full. Absent an agreement regarding a payment plan with Artist, Client must complete payment in full before becoming entitled to any products or services included within Program.
- B. If Artist has offered a payment plan, Client agrees to abide by the rules and payments as explained on Artist's sales page. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands the remainder of the Program may be forfeited if payment is not made within 14 days of the date it is due.
- C. Artist reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the payment plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issued to Artist in exchange for work completed thus far, and it is up to the sole discretion of Artist whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.
- D. If Client and Artist have not agreed upon a payment plan, Client understands one is not available, and agrees to provide payment in full, upfront, in the manner(s) designated on Artist's sales page.

#### **5. Refund Policy:**

- A. Due to the subjective nature of the Program provided by Artist, and Artist's inability to control Client's availability, motivation, external forces, financial situation, or level of engagement in Program, Artist is not able to offer refunds once Client has purchased the program. If Artist is somehow unable to provide services as outlined on sales page, regardless of Client results, Artist or his/her team will be in touch regarding rescheduling, and/or discussing an alternative form of services, in order to fulfill obligations. If Artist is not able to reschedule, and no suitable alternative form of service is available, Client may be entitled to a partial refund, depending on the amount of work Artist and Client were able to complete. If partial services were performed, Artist and Client may come to an agreement whereby a partial refund is issued, at Artist's discretion.
- B. Client further agrees and understands that changing his/her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle her to a refund.

**6. Medical Disclaimer – Not Medical or Professional Advice:**

- A. The purpose and goal of Program is to provide Client with information, education, tips, and tricks for different types of makeup application and products. Program and content contained within the Program is not to be considered personalized advice, nor does Artist have any personal information regarding Client's health or medical needs, allergies, or what may or may not be a good fit for Client. Artist encourages Client to consult a physician if he/she suspects he/she may be allergic to a product, or have any questions about whether an ingredient, product, or other product is right for Client. We will assume that all individuals choosing to purchase Program and participate will have previously obtained clearance and permission from their applicable personal medical physician and has concluded that the Program offered is right for them. **Artist is not responsible nor liable should Client incur any injuries, illness, or other negative response from Program due to health or medical reasons.**

**7. Voluntary Participation:**

- A. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Artist believes in its services and that Program is able to help many people, Client acknowledges and agrees that Artist is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

**8. Disclaimer:**

- A. While many of Artist's past and current clients have experienced wonderful benefits from Program, and Artist and its team will act in their full capacity to ensure your success and happiness in Program, Artist cannot guarantee results of Program, and cannot make any representations or guarantees regarding individual results. Client will hold Artist and Program harmless if he or she does not experience the desired results.
- B. Earnings Disclaimer: Artist also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Artist responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients' participation in programs or working with Artist contained on Website or in sales material that contain financial information are individual, and results may vary.
- C. Client understands that all services provided by Artist in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Artist on a purely voluntary basis and does not hold Artist or Program responsible should Client become dissatisfied with any portion of the Program.
- D. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Artist delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Artist and Client.
- E. Client also understands Artist is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Artist harmless should any physical, emotional, or

financial injury occur as a direct or indirect result of the Program. The content provided by Artist on his/her website and within the Program is comprised of information that has worked for Artist and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Artist cannot guarantee results from this Program and has no expectation of a specific result that he or she holds Artist responsible for.

## **9. Intellectual Property:**

- A.** Client agrees and understands that Artist has created numerous original, creative works in connection with the Program, and agrees that Artist maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Artist. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business but understands that the original proprietary rights remain with Artist. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Artist to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- B.** Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Artist or obtained through working with Artist, without Artist's express written consent. If such behavior is discovered or suspected, Artist reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.
- C. Licensee Rights: Artist's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Artist as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Artist. As a "Licensee," Client understands and agrees that Client will not:
- i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Artist.
  - ii. Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Artist, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
  - iii. Claim any content created by Artist as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Artist was Client's work, and use in his/her business as his/her own.
  - iv. Share purchased materials, information, content with others who have not purchased them.
  - v. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

**10. Indemnification:**

- A. Client agrees at all times to defend, fully indemnify and hold Artist and any affiliates, agents, team members or other party associated with Artist harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Artist be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Artist's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Artist, free of charge.

**11. Termination:**

- A. Artist may terminate this Agreement upon breach by Client, or where there is any reasonable basis to do so, caused by Client's action or inaction.

**12. Dispute Resolution:**

- A. Should a dispute arise between Artist and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Artist responsible for any specific results, or those results which have been achieved by other clients of Artist.)
- B. If unable to reach a resolution informally, Client and Artist agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in LOS ANGELES, CALIFORNIA within a reasonable amount of time. Client and Artist agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

**13. Applicable Law**

- A. This Agreement shall be governed by and under control of the laws of CALIFORNIA regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of CALIFORNIA are to be applicable here.

**14. Amendments**

- A. This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Artist, or a party authorized to sign on behalf of either party.

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**PROGRAM OUTLINE ADDENDUM**

Client understands, acknowledges, and agrees he/she is purchasing ALL ABOUT THAT BASE (PROGRAM) by Artist. Once the Program is purchased and all Agreements are agreed to, Client is to have full access to the complete PROGRAM to be completed at his or her own pace. As outlined on the sales page, PROGRAM includes the following:

1. Skincare
2. Understanding Foundations and Finding Your Perfect Match
3. Concealing Like A Pro
4. Adding Shape And Colour To The Face

- **Modules:** Artist will make available four modules, to be made available upon purchase of Program. Although designed to complete in order, weekly, Client may go at his or her own pace, and work through the modules as he or she sees fit. These Modules are intended to release proprietary information created by Artist for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in PROGRAM.

Client has carefully read this Program Outline and acknowledges that he/she is aware of what is, and what is not included within this Program. Client is aware that this Program Outline includes EVERYTHING included within the Program. If Client expected additional information, products, services, or other information to be provided in this Program but does not see it here, Client understands it may not be included. Artist is under no obligation to provide anything other than what is listed above, with the exception of updated or ever-changing Bonuses offered for limited periods of time. No edits or amendments may be made to this Program Outline Addendum without express written consent of both parties.

By completing the online purchase and being charged the amount listed above, Client confirms he or she has reviewed this Program Outline, completed any and all appropriate additional research, and asked any and all necessary questions of Artist and his/her team in order to feel appropriately educated of the Program and product/service being offered. Client understands he or she will not be entitled to a refund once completing this purchase for any reason, other than as discussed above.

HARRIET HADFIELD  
(323) 35-06579

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**END OF DOCUMENT**