

MAKE UP FOR EVER — ACADEMY —

52 ter, rue des Vinaigriers 75010 Paris
Tel. 01 53 05 93 43 – Fax 01 53 05 93 42
Email: academy@makeupforever.fr

Authorization No 11753660875, issued by the Regional Department of Labor,
Employment and Professional Training for Ile de France

GENERAL TERMS AND CONDITIONS OF SALE

MAKE UP FOR EVER Academy Paris & TV&Cinema Academy

1. GENERAL INFORMATION

MAKE UP FOR EVER Academy trains students from all backgrounds, from all over the world, for all types of careers in the makeup industry. MAKE UP FOR EVER Academy has two sites in Paris and the Paris region, namely MAKE UP FOR EVER Academy Paris and MAKE UP FOR EVER TV & Cinema Academy, hereinafter referred to jointly as MAKE UP FOR EVER Academy.

The purpose of these terms and conditions is to formalize the relationship between MAKE UP FOR EVER Academy and students/groups wishing to enroll in long and/or intensive training courses.

These general terms and conditions of sale apply automatically to any person enrolling in long and/or intensive training courses run by MAKE UP FOR EVER Academy. They are issued upon enrolment in such a course at the Academy or accepted beforehand by the student when enrolling online.

Therefore, every participant declares that he/she has read these general terms and conditions of sale and has accepted them without reservation. Unless otherwise expressly agreed by MAKE UP FOR EVER Academy, any enrolment thus implies, as of right, acceptance of these general terms and conditions of sale.

2. ENROLMENT

Any person who enrolls with MAKE UP FOR EVER Academy is understood to have read in full the documents sent by MAKE UP FOR EVER Academy, and enrolment shall become definitive only upon written acceptance of the application by MAKE UP FOR EVER Academy, by email or mail, and upon receipt of a deposit of 30% of the course fees no later than ten (10) working days following such acceptance.

3. BENEFICIARY OF ENROLMENT

Enrolment in a MAKE UP FOR EVER Academy training course is personal and non-transferable. MAKE UP FOR EVER Academy thus reserves the right to refuse access to its training to any person who attends one of its courses without having been enrolled in person.

In the event that one agent manages the simultaneous enrolment of several persons, the agent undertakes to present these general terms and conditions of sale to all the persons whom he/she represents and ensure

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their acceptance. MAKE UP FOR EVER shall be in no way liable in the event of failure in the fulfilment of his/her duty by the agent (sole point of contact of MAKE UP FOR EVER Academy).

4. PRICE

Courses fees are charged at the rate in effect at the time of enrolment. MAKE UP FOR EVER Academy is happy to provide any prospective or current student with the rates in force.

The rates charged by MAKE UP FOR EVER Academy are displayed on its website and in the enrolment pack for Intensive Training Courses and the Training Charter (for long courses) submitted at the time of the application for enrolment.

Rates are quoted in euro, all taxes included.

MAKE UP FOR EVER Academy reserves the right to change its rates at any time. However, these changes shall have no effect on the rates for enrollments already in progress.

5. TERMS OF PAYMENT/REFUNDS

Unless otherwise stated at the time of enrolment, the training courses run by MAKE UP FOR EVER Academy may be paid for only by credit or debit card, bank transfer, cash or check according to the terms of payment set out below.

MAKE UP FOR EVER Academy bank details or check order will be provided to students upon request at the time of enrolment.

A. For all training courses:

- A deposit of 30% of the course fees must be paid in order to complete enrolment for training, no later than ten (10) days from acceptance of the application for enrolment.
- The outstanding balance must be paid no later than ten (10) working days before the start of the course. If not, MAKE UP FOR EVER Academy may, after giving notice to the student to pay his/her invoice, recover the debt by any appropriate legal means. MAKE UP FOR EVER Academy may also cancel the enrolment without being obliged to return the deposit previously paid unless the student can produce a doctor's certificate or a document proving

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a case of force majeure duly recognized by the case law of the French Supreme Court
(*Cour de Cassation*).

B. For long courses (10 to 16 months):

- Subject to presentation of a guarantor, courses may be paid for in five installments (**in which case the total due shall be increased by 500 euro including tax**): the deposit of 30% upon enrolment, followed by four payments each equal to a quarter of the balance, to be made by 15 September, 15 November, 15 February and 15 April of the academic year in question.
- The amounts to be paid shall be determined each year by MAKE UP FOR EVER Academy and stated on the form for enrolment in long courses.

If a student withdraws from a course for a reason other than a medical reason, full proof of which must be provided, or an event evidenced by a document attesting to a case of force majeure recognized by the case law of the French Supreme Court, MAKE UP FOR EVER Academy shall retain all payments made for the course.

In the event that a course is cancelled before completion by MAKE UP FOR EVER Academy for reasons unrelated to the student, MAKE UP FOR EVER Academy shall retain only the sums corresponding to the training actually dispensed, on a *pro rata temporis* basis

If the student fails to comply with the training agreement of the institution provided to him/her at the time of enrolment, MAKE UP FOR EVER Academy reserves the right to exclude the student. The excluded student shall forfeit any sums already paid to MAKE UP FOR EVER Academy.

MAKE UP FOR EVER

A Limited Liability Company with share capital of 1 050 000 euro
Registered office 5, rue la Boétie - 75008 Paris

Companies Register Paris B 318 309 267 – Business Classification Code 4775Z – VAT No FR 61 318 309 267

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6. FEES PAID BY THIRD PARTIES

If course fees are to be paid by a third party, proof of the agreement to cover the course fees must be sent to MAKE UP FOR EVER Academy (delivered in person or by email) at least ten (10) working days before the start of the course.

During training, the student must justify any absence (doctor's certificate). If a pupil is absent without justification and the third party refuses to pay MAKE UP FOR EVER Academy the amount due for the training, said pupil shall be liable to MAKE UP FOR EVER Academy for the entire sum owed by the third party to MAKE UP FOR EVER Academy.

7. PROGRAMS AND CLAIMS

At the time of enrolment with MAKE UP FOR EVER Academy, a program is given to each student. Training is generally delivered in French. If a teacher is absent for medical reasons or owing to a case of force majeure (as defined by the case law of the French Supreme Court), MAKE UP FOR EVER Academy Paris undertakes to do its best to provide a replacement of comparable standard. Any such change shall not give rise to any claim or refunds.

Changes to programs or timetables may occur throughout the course, and as the standard of instruction given is thereby unaffected, such changes shall not give rise to any claim or refunds.

The Academy reserves the right to cancel a course completely if the number of participants enrolled is less than three (3) pupils, without compensation or penalty. Any pupil whose training has been canceled shall be notified as soon as possible and no later than 48 hours in advance, and shall be offered an alternative start date for the same course or, if the new date is unsuitable, may request a refund of the deposit paid at the time of enrolment.

8. OBLIGATIONS OF THE ACADEMY

MAKE UP FOR EVER Academy shall supply all products necessary for the course, including practice during training. However, the student must bring his/her own brushes, *inter alia*, for all training courses and the compulsory course kit provided to him/her with the enrolment pack for long courses only.

At the end of a long course, a MAKE UP FOR EVER Academy professional qualification certificate shall be given to the student (subject to compliance with the training charter throughout training and sufficient results). For intensive training, a certificate of participation in intensive training at MAKE UP FOR EVER

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Academy shall be issued to the student (subject to compliance with the Academy's charter throughout training).

9. USE OF IMAGES

The student agrees unreservedly that he/she or his/her work may be photographed or filmed as part of the training and consents to the use of these photographs or films by MAKE UP FOR EVER SA or any other company of the LVMH Group. Said consent shall be granted for all media – including brochures, leaflets, pamphlets, posters (non-advertising for MAKE UP FOR EVER products), magazines, newspapers, books, CD-ROMs, Internet, internal HR communications – throughout the world, throughout his/her training and for a further period of ten (10) years after the end, for whatever reason, of his/her training. Under no circumstances may the use of these photographs or films be subject to any financial or in-kind payment to the student.

10. INTELLECTUAL PROPERTY

All intellectual property rights attached to MAKE UP FOR EVER Academy training courses shall be the entire and exclusive property of MAKE UP FOR EVER. Students shall refrain from altering, damaging, modifying, counterfeiting, reproducing or transferring, even free of charge, MAKE UP FOR EVER Academy media or materials to which they will have access during their training and undertake to inform the brand of any act or action likely to infringe the intellectual property rights of MAKE UP FOR EVER of which they become aware.

11. LIABILITY

MAKE UP FOR EVER Academy cannot be held liable for any non-performance of training for a reason attributable to students or a third party or a case of force majeure as defined by the case law of the French Supreme Court.

12. INTEGRITY

These general terms and conditions of sale form part of the training agreement specifying the rules of use within MAKE UP FOR EVER Academy.

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13. SETTLEMENT OF DISPUTES

These general terms and conditions of sale shall be governed by French law.

Any dispute of any kind whatsoever in connection with these general terms and conditions of sale shall be the exclusive jurisdiction of the competent courts in Paris.

I, the undersigned,, hereby declare that I have read MAKE UP FOR EVER Academy's General Terms and Conditions of Sale, understand their terms and accept them without reservation.

Executed in Paris in two (2) copies, one of which is given to MAKE UP FOR EVER Academy, on

Signature preceded by the words "Read and Approved" ("Lu et approuvé").