

MAKE UP FOR EVER ACADEMY

110 Avenue Victor Hugo 92100 Boulogne-Billancourt
Tél : 01 56 45 11 12 - Email : academy@makeupforever.fr
N° de déclaration d'activité : 11753660875 obtenu auprès de la DRIEETS d'Ile de France

Last Updated: March 10, 2025

TERMS AND CONDITIONS OF SALE – MAKE UP FOR EVER ACADEMY

1. GENERAL INFORMATION

MAKE UP FOR EVER ACADEMY trains people from all backgrounds and from around the world in various makeup professions through Professional and Intensive In-Person Training Programs.

To expand its training offerings, MAKE UP FOR EVER ACADEMY has also developed Intensive Online Training Programs through an E-Learning platform, allowing individuals to train remotely with internet access.

MAKE UP FOR EVER ACADEMY is located in Paris (Boulogne Billancourt).

These Terms and Conditions of Sale govern the relationship between MAKE UP FOR EVER ACADEMY and anyone wishing to enroll in a Professional Training, Intensive Training, or Intensive Online Training Program.

These Terms and Conditions of Sale are provided to Clients and Trainees before they enroll in any Training Programs offered by MAKE UP FOR EVER ACADEMY.

They are given and accepted at the time of enrollment, either in person at the Academy or accepted online by the Trainee during the online registration process. The Trainee can save or print these terms for their records. Acceptance of these terms always occurs before the Contract is concluded.

Acceptance of these Terms and Conditions of Sale is a prerequisite for attending any Training provided by MAKE UP FOR EVER ACADEMY.

Therefore, any enrollment automatically implies acceptance of these Terms and Conditions of Sale, which define the rights and obligations of MAKE UP FOR EVER ACADEMY, as well as those of the Client and the Trainee.

These Terms and Conditions of Sale prevail unless otherwise agreed in writing and signed by the Parties, subject to mandatory legal provisions and the specific terms and conditions of the Mon Compte Formation platform, which take precedence in case of financing and registration through this dedicated platform.

2. DEFINITIONS

"Registration Form" refers to the training proposal sent by MAKE UP FOR EVER ACADEMY to the Client following their registration request made on the Website or at the academy.

"Client(s)" refers to any individual or entity who enters into a Training Contract in their name and on their

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behalf. In this case, the Client is also the Trainee. If the Training Contract is funded by another person or entity for the benefit of the Trainee, a distinction is made between the Trainee and the Client in these General Terms of Sale.

"General Terms of Sale" refers to the current general terms governing the relationship between MAKE UP FOR EVER ACADEMY and anyone enrolling in a Training. These General Terms of Sale are non-negotiable and may be modified unilaterally by MAKE UP FOR EVER ACADEMY at any time. The Client and the Trainee, if different, acknowledge that only the terms provided online at the time of order confirmation are binding and mutually enforceable against MAKE UP FOR EVER ACADEMY.

"Contract" or "Training Contract" refers to the agreement related to any Training once registration is validated.

"Professional Training Contract" refers to the Professional Training Contract consisting of the following five signed documents: (i) the current General Terms of Sale initialed and signed, (ii) the Registration Form, (iii) the signed Training Contract, (iv) the intellectual property rights transfer certificate from the Trainee, and (v) the MAKE UP FOR EVER ACADEMY Charter.

"Force Majeure" refers to an event beyond the control of the Parties, which could not be reasonably foreseen at the time of the Contract and whose effects cannot be avoided by appropriate measures, as defined by Article 1218 of the Civil Code. Examples include exceptional and unpredictable severe weather, sudden flooding, war, pandemic, public order disturbances, and government measures.

"Training" refers to either continuous Professional Training in-person or Intensive Training in-person or Intensive Online Training provided by MAKE UP FOR EVER ACADEMY.

"Professional Training" refers to continuous in-person training or any training within a professional framework for the Client or the Trainee, if different. This training is available to individuals aged 16 and older (parental authorization required for minors).

"Intensive Training" refers to in-person training lasting less than three months for the Client or the Trainee, if different, which can be attended in-person. This training is available to individuals aged 16 and older (parental authorization required for minors).

"Intensive Online Training" refers to Intensive Training provided online by MAKE UP FOR EVER ACADEMY through an e-learning platform. This training is only available to adults.

"Mediator" refers to a person who may be appointed by the mediation service to which the Training Organization has subscribed and to whom any dispute between the Client or the Trainee and MAKE UP FOR EVER ACADEMY may be submitted.

"My Training Account" refers to the platform allowing users to utilize their training rights using the same-named funding for eligible training, accessible at <https://www.moncompteformation.gouv.fr/>

MAKE UP FOR EVER

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"Parties" refers to MAKE UP FOR EVER ACADEMY, the Training Organization, and the Client and/or Trainee enrolled in a Training.

"Platform" refers to the e-learning platform providing Intensive Online Training via secure access with personal identifiers and access codes provided to the Client or the Trainee, if different.

"Website(s)" refers to MAKE UP FOR EVER ACADEMY's websites dedicated to its Training, accessible at <https://academy.makeupforever.com/fr/> and <https://online-academy.makeupforever.com/>.

"Trainee(s)" refers to the individual who participates in a Training and for whom the Training has been funded. If the Trainee is not the Client, they must also sign all contractual documents comprising the Training Contract.

3. **OBJECT**

This document sets the terms under which MAKE UP FOR EVER ACADEMY agrees to sell a training service to the Client and/or Trainee. The Client and/or Trainee accept these terms without reservation. It is specified that these General Terms of Sale may be updated and unilaterally modified by MAKE UP FOR EVER ACADEMY.

This document defines the general conditions and modalities under which MAKE UP FOR EVER ACADEMY provides its training services. In case of a conflict (i) between this document and any other specific written document signed between the Parties, or (ii) between this document and the general and specific conditions of Mon Compte Formation, the latter documents shall prevail.

4. **4. REGISTRATION / CONTRACT FORMATION**

4.1 Registration and Order

All registrations for training are done at the MAKE UP FOR EVER ACADEMY establishment, online on the website, remotely by mail addressed to the establishment, or through the Mon Compte Formation platform.

Any registration with MAKE UP FOR EVER ACADEMY is done by fully completing the documents provided by the academy and submitting the candidate's application file.

MAKE UP FOR EVER ACADEMY may accept or reject this application by email or mail.

From the candidate's registration request, MAKE UP FOR EVER ACADEMY commits to respond within a maximum of two (2) working days from its receipt. Silence will be considered as a rejection of the application.

If accepted within the period, the Client receives a final confirmation of their training registration.

Special case for necessary prerequisites: if the chosen training requires personal and technical prerequisites from the Client or the Trainee if different, then MAKE UP FOR EVER ACADEMY reserves the right to process the registration request within a maximum of thirty (30) working days from the receipt of the registration request.

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4.2 Contract Formation

A. For Professional Training

Upon receipt of the final confirmation of their registration, the Client and the Trainee, if different, must finalize the registration by sending MAKE UP FOR EVER ACADEMY the following five documents, which form the Professional Training Contract:

- The Registration Form
- The signed Professional Training Contract
- The initialed and signed General Terms of Sale
- The initialed and signed intellectual property rights transfer certificate for Professional Training
- The signed MAKE UP FOR EVER ACADEMY Charter

B. For Intensive and Online Intensive Training

The training contract is formed upon receipt of the final confirmation of their registration (the Trainee and/or Client having previously accepted these General Terms of Sale).

Finally, the training contract will only be definitive upon the expiration of the withdrawal period provided in Article 6 of these terms.

5. **BENEFICIARY OF REGISTRATION / INTUITU PERSONAE**

Registration for MAKE UP FOR EVER ACADEMY trainings is personal and non-transferable. However, as mentioned above, the Trainee's training may be funded by a third party, who then becomes the Client.

MAKE UP FOR EVER ACADEMY reserves the right to deny access to any person who is not personally registered as a Client or Trainee.

Additionally, for Online Intensive Trainings, access conditions to the Platform ensure the user's identity is verified.

6. **WITHDRAWAL**

The Client has fourteen (14) days to withdraw from the Contract (from the receipt of the final confirmation of their registration) for Professional and Intensive Trainings.

However, for the Online Intensive Training, the right of withdrawal can only be exercised before the actual start of the training within the legal period (up to fourteen (14) days after final registration confirmation). It cannot be exercised once the first login to the Platform has occurred.

The Trainee and/or Client must inform MAKE UP FOR EVER ACADEMY of their intention to withdraw by email at online-academy@makeupforever.fr for an Online Intensive Training or at academy@makeupforever.fr for a Professional or Intensive Training.

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This information can also be sent by registered mail with acknowledgment of receipt to the following address:

MAKE UP FOR EVER ACADEMY
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If the Client wishes to waive their right of withdrawal for a Professional Training registration, they are informed that this can only be done after a period of 10 days from the Contract signing, in accordance with Article L. 6353-5 of the Labor Code.

7. SALES PRICE

Trainings are provided at the current rate at the time of order.

MAKE UP FOR EVER ACADEMY makes the current prices available to anyone in euros, including all taxes. The prices are displayed on the Academy's website and in the training registration documents.

MAKE UP FOR EVER ACADEMY reserves the right to change its prices at any time. However, these changes will not affect the price of ongoing registrations.

Additionally, the Client is fully informed that registration for an Online Intensive Training may include a certification day at the MAKE UP FOR EVER ACADEMY location. Travel and related expenses are the sole responsibility of the Client or Trainee and are not included in the cost of the Online Intensive Training. For this certification day, the Client or Trainee agrees to sign the General Certification Validation Rules on the day of their in-person visit for certification.

8. PAYMENT TERMS

Training trainings provided by MAKE UP FOR EVER ACADEMY can be paid by credit card, bank transfer, cash (up to EUR 1,000 including tax), and check according to the payment methods described below, unless otherwise indicated at the time of registration.

MAKE UP FOR EVER ACADEMY's bank details or check billing instructions will be provided to Trainees upon request at the time of registration.

If partially or fully covered by Mon Compte Formation, the Client will pay the cost of their training directly during online registration through the dedicated platform. In this case, cancellation, withdrawal, and refund conditions are specific to Mon Compte Formation.

A. For Individual Clients

i. For Professional Training

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After the withdrawal period specified in article 6 of these General Terms and Conditions of Sale, the Client must pay the training amount as presented in the installment plan provided at registration with the administrative documents.

Additionally, the Client must pay the remaining balance according to the schedule provided in their Training Contract for the chosen training.

If the remaining balance is not paid within the specified deadlines, MAKE UP FOR EVER ACADEMY may issue a formal demand for payment.

If payment is not made within eight (8) days from receiving this demand, MAKE UP FOR EVER ACADEMY may alternatively:

Cancel the unpaid registration without refunding the deposit paid as compensation if the Client/Trainee cannot justify a case of force majeure,
Recover their debt through any appropriate legal means.

ii. For Intensive and Online Intensive Training

Payment for Intensive/Online Intensive Training can be made in one or two installments on the website at the time of registration. If the Client/Trainee chooses to pay in two installments, they must make an initial payment of 30% of the training cost. The Trainee/Client then has ten (10) business days before the start date of the training to pay the remaining balance.

If the Trainee cancels the training less than seventy-two (72) hours before the start date for any reason other than force majeure, MAKE UP FOR EVER ACADEMY will retain the deposit paid at registration.

Retaining the deposit by MAKE UP FOR EVER ACADEMY covers the costs of paying the instructors/trainers already engaged by MAKE UP FOR EVER ACADEMY at the cancellation date.

If MAKE UP FOR EVER ACADEMY cancels the training before the start date, the deposit will be refunded to the Trainee.

MAKE UP FOR EVER ACADEMY will endeavor to offer a reschedule in case of training canceled by them.

If the remaining balance is not paid ten (10) business days before the start date, MAKE UP FOR EVER ACADEMY may issue a formal demand for payment.

If payment is not made within seven (7) days from receiving this demand, MAKE UP FOR EVER ACADEMY may alternatively:

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Cancel the unpaid registration without refunding the deposit paid as compensation if the Trainee cannot justify a case of force majeure,
Recover their debt through any appropriate legal means.

B. For Corporate Clients

When a corporate entity registers one or more Trainees for one or more Trainings, Professional or Intensive/Online Intensive, payment for each Training is made according to the methods recalled in the General Terms and Conditions of Sale.

9. CANCELLATION AND WITHDRAWAL CONDITIONS

9.1 Conditions for Cancellation or Withdrawal by the Client or Trainee

If fully or partially funded by Mon Compte Formation, the general and specific conditions of this platform apply.

In the case of force majeure, the Client or Trainee can terminate the Contract. However, they must justify the force majeure by providing relevant supporting documents to the Training Organization. If the Trainee has attended part of the Professional or Intensive Training, the cost of the training provided and any future amounts (if applicable) will remain due, calculated pro-rata based on the trainings attended by the Trainee (MAKE UP FOR EVER ACADEMY reserves the right to verify the Trainee's attendance).

Supporting documents must be sent (i) either by email to online-academy@makeupforever.fr for Online Intensive Training or to academy@makeupforever.fr for Professional/Intensive Training; (ii) or by registered letter with acknowledgment of receipt to:

MAKE UP FOR EVER ACADEMY
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If the Trainee cancels or withdraws for reasons other than force majeure, after the withdrawal period specified in article 6 of these General Terms and Conditions of Sale, the Training Organization will retain the amounts already paid and amounts due as compensation for the Training.

Retaining these amounts by MAKE UP FOR EVER ACADEMY helps cover the costs of paying instructors/trainers already engaged by MAKE UP FOR EVER ACADEMY at the cancellation date.

9.2 Conditions for Cancellation by the Training Organization

MAKE UP FOR EVER ACADEMY reserves the right to cancel a Training if the number of registrants is three (3) or fewer, without compensation or penalty. The Trainee whose Training is canceled will be

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notified as soon as possible and no later than forty-eight (48) hours before the start date of the Training. They will be offered an alternative start date for the same Training or, if the new date is not suitable, a refund of the amounts previously paid.

However, if the Training Organization cancels after the Training has started, the amounts corresponding to the cost of the Training period already provided will be retained by MAKE UP FOR EVER ACADEMY.

Finally, if the Trainee does not comply with the MAKE UP FOR EVER ACADEMY Charter provided at registration, MAKE UP FOR EVER ACADEMY reserves the right to exclude them as outlined in article 12 of the Charter. This exclusion will result in the permanent loss of amounts already paid to MAKE UP FOR EVER ACADEMY.

9.2 Cancellation Conditions by the Training Organization

MAKE UP FOR EVER ACADEMY reserves the right to cancel a Training if the number of registrants is three (3) or fewer, without compensation or penalty. The Trainee whose Training is canceled will be notified as soon as possible and no later than forty-eight (48) hours before the start date. They will be offered a new start date for the same Training or, if the new date is not suitable, a refund of the amounts already paid.

If the Training Organization cancels after the Training has started, the amounts corresponding to the completed Training period will be retained by MAKE UP FOR EVER ACADEMY.

If the Trainee does not comply with the MAKE UP FOR EVER ACADEMY Charter provided at registration, MAKE UP FOR EVER ACADEMY reserves the right to exclude them as outlined in article 12 of the Charter. This exclusion will result in the permanent loss of amounts already paid to MAKE UP FOR EVER ACADEMY.

10. THIRD-PARTY FUNDING

If the training fees are covered by a third-party organization, proof of the agreement must be provided to MAKE UP FOR EVER ACADEMY (in person or by email) at least ten (10) business days before the start of the Training.

During the Training, the Trainee must provide necessary documentation for any absences (such as medical certificates).

If the Trainee's absences are not justified and the third-party organization refuses to pay MAKE UP FOR EVER ACADEMY, the Trainee will be responsible for the full amount that the third party was supposed to cover.

The Trainee benefiting from third-party funding expressly agrees to pay any amounts the third party

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refuses to cover.

11. TRAINING PROGRAM / TRAINING CONTENT

At the time of registration with MAKE UP FOR EVER ACADEMY, each Client or Trainee (if different) reviews the Training presentation on the Website.

Each Training is thoroughly described on the Website, including the title, objectives, names of regular instructors/trainers, and their qualifications. It also mentions the required prior knowledge, language used, access and evaluation methods, and conditions for using Online Intensive Training.

The overall conditions of the Training, its program, duration, possible sequencing, and the nature of work to be done on-site or remotely are detailed for the Client and Trainee (if different).

Additionally, the Client and/or Trainee receive all this information in the order confirmation sent after the registration request.

Any personal prerequisites for following a Training are always provided on the Website in the Training presentation.

Professional and Intensive Trainings by MAKE UP FOR EVER ACADEMY are primarily delivered in French and in-person at their premises.

If health regulations due to a state of emergency (such as measures to limit the spread of an epidemic or pandemic) prevent Trainees or instructors from traveling, Professional and Intensive Trainings may be conducted partially or fully via video conference, when suitable, to ensure quality teaching.

MAKE UP FOR EVER ACADEMY recommends having a good internet connection and suitable computer equipment (computer or tablet) to follow video conference classes properly. MAKE UP FOR EVER ACADEMY will not issue refunds if the Trainee cannot attend a video conference class due to connection or equipment issues.

In case of an instructor's absence, the Training Organization will make every effort to replace them with a comparable instructor, without any refund or claim.

Program or schedule changes may occur throughout the Trainings. As long as the teaching quality is maintained, no claims or refunds will be issued.

For Online Intensive Training and any potential certification at its conclusion, the Client and Trainee (if different) are informed that it may take place in person at MAKE UP FOR EVER ACADEMY in Boulogne-Billancourt (92100). Travel costs for this certification day are the responsibility of the Client or Trainee (if different), as outlined in article 7 of these General Terms and Conditions of Sale.

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Any rescheduling of the initial certification exam must be justified by a force majeure event and communicated in writing (email or letter) to MAKE UP FOR EVER ACADEMY within 48 hours of the force majeure occurrence.

A new exam date will then be proposed to the Trainee within a reasonable time, subject to MAKE UP FOR EVER ACADEMY's availability.

A maximum of two exam reschedules (with valid force majeure justification) will be accepted by MAKE UP FOR EVER ACADEMY. Beyond two reschedules, the Trainee will be considered to have forfeited their certification and will not be entitled to any refund.

12. OBLIGATIONS OF MAKE UP FOR EVER ACADEMY

MAKE UP FOR EVER ACADEMY will provide all necessary products for the smooth running of Professional and Intensive Training. However, Trainees must have:

- Their own brushes for all trainings;
- The mandatory starter kit for Professional Training, provided at registration.

Upon completion of certification Training, a professional skills certification will be issued by MAKE UP FOR EVER ACADEMY to the Trainee:

- For Professional Training: provided they adhere to the Charter throughout the Training and achieve sufficient results;
- For Intensive and Online Intensive Training: provided they achieve sufficient results.

The Training Organization will issue only one copy of the certification but can provide a certificate of achievement for up to ten years (for certifications issued from September 2019 onward).

For all Trainings, a participation certificate will be issued to the Trainee by MAKE UP FOR EVER ACADEMY (provided they adhere to the Charter throughout Professional Training). The Training Organization will not keep any duplicate of this participation certificate.

13. CONDITIONS FOR ONLINE INTENSIVE TRAINING

The Online Intensive Training is provided through a Platform, accessible exclusively by the Trainee using personal access codes provided to them.

13.1 Technical Requirements

Full access to the Platform can only be achieved from a computer. Partial access can be done from a computer, or a smartphone connected to the Internet.

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The Client and the Trainee (if different) must ensure their computer and/or mobile environment meets the following recommendations:

To fully benefit from the Platform's features, a minimum configuration is necessary.

Workstations:

- Hardware requirements for each workstation: screen with a minimum resolution of 1024 x 600 pixels and 256 MB RAM;
- Minimum required bandwidth for internet connection: 512 kb/s per workstation;
- Ensure compatibility with Microsoft Edge, Firefox, Chrome, or Safari browsers in versions supported by their respective developers.

Mobile Application:

- Supported versions may evolve and currently are: IOS 10 and above, Android 5.0 and above;
- Support is not guaranteed on mobile browsers.

13.2 Platform Access

The Online Intensive Training is provided through a Platform, with access controlled by a personal username and password. These credentials are confidential, personal, and non-transferable. The Trainee agrees to keep these identification elements secret and not share them.

From the start of the Online Intensive Training, unlimited access to its content is granted to the Trainee for the duration specified in the Online Intensive Training description (three (3) months for French Online Intensive Training and two (2) months for English Online Intensive Training).

The Platform is accessible 24/7 without time limits. However, Parties acknowledge that access may be restricted during maintenance operations on the Platform.

14. USE OF IMAGE

The Trainee agrees to be photographed or filmed and/or have their voice recorded, and to have their work photographed and/or filmed during their Training. They expressly authorize the use of these photos or films by MAKE UP FOR EVER ACADEMY, for any activity, as well as by MAKE UP FOR EVER SA or any other LVMH Group company.

This authorization is granted for all media (including brochures, leaflets, non-advertising displays for MAKE UP FOR EVER brand products, magazines, newspapers, books, CD-ROMs, Internet, internal HR communications, social networks, websites, newsletters, etc.) worldwide, during the Training and for a period of five (5) years after the end of the Training, for any purpose.

It is specified that after this period, MAKE UP FOR EVER may use the images without time limit and on

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all media, free of charge and worldwide, for internal and external communication purposes, including informative (documentaries), historical (archiving on social networks without reposting), archival, or retrospective purposes (including visitor tours).

In no case will the use of these photographs or films entitle the Trainee to any financial or in-kind compensation.

However, the Trainee will have the right to access these images as well as their personal data by contacting the data controller at dpo_academy@makeupforever.fr, under the conditions outlined in the next article of these General Terms and Conditions of Sale.

15. PERSONAL DATA

MAKE UP FOR EVER ACADEMY commits to implementing necessary measures to protect the personal data of Trainees and to process and use it in compliance with applicable regulations, including the European Regulation 2016/679 of April 27, 2016, and the French law n°78-17 of January 6, 1978, as amended.

According to article L. 6353-9 of the Labor Code, the information requested in any form during the selection process is solely intended to assess the Trainee's ability to follow the Training and is directly and necessarily related to the training activity.

Data obtained regarding rejected applications is not retained.

Data obtained regarding accepted applications is kept for the duration of the Training and for four (4) years after the end of the Training. For some Trainings, Trainees also complete a medical form at registration to prevent risks and manage any disability or chronic health issue, such as allergies or epilepsy.

This data is kept only for the duration of the Training and is used solely by trainers, MAKE UP FOR EVER ACADEMY staff, or any healthcare professional involved in the Trainee's care. The medical form is destroyed after the diploma ceremony marking the end of the Training.

Upon registering for the Training, the Client can also subscribe to the MAKE UP FOR EVER ACADEMY newsletter. They are informed that the collected data is processed according to MAKE UP FOR EVER ACADEMY's privacy policy.

Similarly, if products are purchased during the Training, the data collected is processed according to MAKE UP FOR EVER's privacy policy available at <https://www.makeupforever.com/fr/fr/privacy-policy.html>.

In accordance with the aforementioned provisions, the Client and Trainee have the right to access, question, rectify, and delete their personal information held by MAKE UP FOR EVER ACADEMY.

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Additionally, the Client and Trainee can request a limitation of data processing and/or data portability by sending an email to dpo_academy@makeupforever.fr or a postal letter at any time to the following address:

MAKE UP FOR EVER ACADEMY - Personal Data Protection
110 Avenue Victor Hugo - 92100 Boulogne Billancourt

16. INTELLECTUAL PROPERTY

All intellectual property rights related to MAKE UP FOR EVER ACADEMY Trainings remain the sole and exclusive property of MAKE UP FOR EVER ACADEMY.

The Client and Trainee must not alter, degrade, modify, counterfeit, reproduce, or transfer, even for free, the materials provided by MAKE UP FOR EVER ACADEMY and accessed during their Training.

Any extraction, modification, or transfer of the content to another medium is prohibited without prior and express agreement from the Training Organization.

The only right granted to the Trainee regarding the content provided during the Training is a non-exclusive, personal right of use, excluding any transfer of ownership rights over this content.

This right of use is only granted for the duration specified in the Training content and order confirmation. Finally, the Client and Trainee (if different) commit to informing MAKE UP FOR EVER ACADEMY of any acts or actions that may infringe its intellectual property rights that they become aware of.

17. RESPONSIBILITIES

The Training Organization commits to making every effort to provide the Trainee with the best possible Training conditions.

MAKE UP FOR EVER ACADEMY cannot be held responsible for any failure to deliver the Training due to actions attributable to the Client or Trainee (if different), a third party, or a force majeure event.

For Online Intensive Training, any platform malfunctions or breakdowns are not attributable to MAKE UP FOR EVER ACADEMY, which cannot be held liable but will make every effort to resolve issues as quickly as possible.

18. GENERAL PROVISIONS

These General Terms and Conditions of Sale are available online on the Website and sent to the Client

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with the Order confirmation. They are non-negotiable and are expressly accepted by the Client and Trainee (if different) after being able to print or save them on a durable medium.

MAKE UP FOR EVER ACADEMY may unilaterally modify these General Terms and Conditions of Sale at any time. The Client and Trainee (if different) acknowledge that only the terms and conditions available online at the time of the order confirmation are binding and mutually binding to MAKE UP FOR EVER ACADEMY.

The General Terms and Conditions of Sale form an indivisible whole with the Charter detailing the rules of use within MAKE UP FOR EVER ACADEMY's premises and all documents forming the Contract listed in article 4.2 of these terms.

If any clause of these General Terms and Conditions of Sale is declared null, it will be deemed unwritten but will not invalidate the Training or any other provision.

Failure to enforce any provision of these General Terms and Conditions of Sale or to acquiesce to its non-performance, whether temporarily or permanently, cannot be interpreted as a waiver of that right.

19. APPLICABLE LAW – DISPUTE RESOLUTION AND JURISDICTION

The Contract is governed by French law.

Any dispute arising from the formation, interpretation, execution, or termination of the Contract must first be subject to an attempt at amicable resolution.

The Client and Trainee (if different) agree to submit any complaint directly to the Training Organization.

If the complaint results in a dispute that cannot be resolved amicably, the Parties agree to refer the matter to a Mediator. If no amicable resolution is reached, the dispute will be submitted to the competent courts of Paris.

MAKE UP FOR EVER

Société par actions simplifiée unipersonnelle au capital de 1.050.000 Euros

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