

Terms and Conditions

Agreement between User and www.MOB-Academy.com

Welcome to www.mob-academy.com. The www.mob-academy.com website (the "Site") is comprised of various web pages operated by M.O.B. Academy, LLC . www.mob-academy.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of www.mob-academy.com constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

www.mob-academy.com is an E-Commerce Site.

M.O.B. Academy is a place where consumers can come to purchase instructional downloadable DVD(s) and Hands on Training to license beauty professionals and beauty students. M.O.B. Academy will also provide informative information (blog) about hair, beauty, business and more. Consumers will be able to purchase merchandise, tools, services and more through M.O.B. Academy website. Information found on our website or within our instructional trainings, downloads, but not limited to, does not warrant any guarantees and are for educational purposes only.

Privacy

Your use of www.mob-academy.com is subject to M.O.B. Academy's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.mob-academy.com or sending emails to M.O.B. Academy constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

TSHL does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.mob-academy.com only with permission of a parent or guardian.

Cancellation/Refund Policy

All sales are final no refunds on any items or services.

Training Disclaimer

Training with M.O.B. Academy (MOB), LLC in-person, virtually, live webinars or taking training classes via our website, whether hair extension techniques and/or business-related training, I understand that these training does not guarantee any results and it is for educational purposes only.

I understand that, if or when I perform any of the services on a customer or client during or post training, that M.O.B. Academy or its trainers are not at fault for any damages such as, but not limited to, hair loss, tension on the scalp or hair, improper install, premature slippage of hair extensions, that may be caused to the customer or client.

I understand that it is solely my responsibility to take this training and go and practice the hair extension techniques that I learned until I am confident that I can perform the hair extension methods as safely as possible on my clients and/or customers. M.O.B. Academy and its personnel are not responsible for damages that I may cause to a client when I perform any of the hair extension techniques taught to me, but not limited to, online, virtually, or in-person.

Links to Third Party Sites/Third Party Services

www.mob-academy.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of M.O.B. Academy and M.O.B. Academy is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. M.O.B. Academy is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by M.O.B. Academy of the site or any association with its operators.

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All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of M.O.B. Academy or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. M.O.B. Academy content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any

proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of M.O.B. Academy and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of M.O.B. Academy or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your M.O.B. Academy account to third party accounts. By connecting your M.O.B. Academy account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by M.O.B. Academy from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the M.O.B. Academy Content accessed through www.mob-academy.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless M.O.B. Academy, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. M.O.B. Academy reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with M.O.B. Academy in asserting any available defenses.

Governing Law

Should either party dispute or require an action to enforce a provision of these Terms and Conditions, the parties agree that any legal action shall be brought exclusively in the courts of Gwinnett County, Georgia and that the judgment of any such court shall be binding on the parties.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and M.O.B. Academy, LLC agree otherwise, the arbitrator

may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL M.O.B. ACADEMY, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE M.O.B. ACADEMY, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. IN NO EVENT SHALL M.O.B. ACADEMY, LLC BE LIABLE FOR DAMAGES THAT EXCEED THE TOTAL COSTS PAID BY YOU USING THIS SITE.

Termination/Access Restriction

M.O.B. Academy reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent

permitted by law, this agreement is governed by the laws of the State of Georgia and you hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and M.O.B. Academy as a result of this agreement or use of the Site. M.O.B. Academy's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of M.O.B. Academy's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by M.O.B. Academy with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and M.O.B. Academy with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and M.O.B. Academy with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

M.O.B. Academy reserves the right, in its sole discretion, to change the Terms under which www.mob-academy.com is offered. The most current version of the Terms will supersede all previous versions. M.O.B. Academy encourages you to periodically review the Terms to stay informed of our updates. Continued use of this website constitutes acceptance of the revised and current Terms under which goods and services are offered.

Contact Us

M.O.B. Academy welcomes your questions or comments regarding the Terms:

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