


# JELLYBOND | REM Essence LLC

## Student REGISTRATION AGREEMENT

Student INFORMATION		
First & Last Name	Primary Phone Number <input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	
Legal Name	Secondary Phone Number <input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	
Email	How did you hear about us?	
Mailing Address	City, State	Zip Code

✓	TRAINING COURSE	DURATION	Price	
	Jellybond Training Course	12HRS	\$1800	
<b><u>PLEASE NOTE:</u></b>				
<p><b>1</b> To maintain the integrity of the brand, Jellybond Brows Student must successfully complete the full 8 hour course, this allows for Student to receive certification of completion for Jellybond LLC.</p> <p><b>2</b> It is our goal for students to perform in-class procedures for hands-on practice.</p> <p><b>3</b> Taking this course does not allow Students to teach, certify, and/or reveal company proprietary information.</p>				

TRAINING COURSE INFORMATION	
<b>MASTERTRAINER:</b> Rachel Mast   REM Essence LLC  <b>SCHEDULED DATE:</b>	<b>LOCATION:</b>
<b>ADDITIONAL NOTES</b> Please note that card information is required on file for incidentals; however, students are welcome to submit their payment via Zelle using the following email address: <b>rmast79@gmail.com</b> . If you choose to pay through Zelle, please notify me once the payment has been sent to ensure it is properly recorded.	
<b>INITIAL</b>	<p>Due to the high demand for seats in our Training Programs, a strict cancellation and rescheduling policy is enforced.</p> <ul style="list-style-type: none"> <li>• If a student needs to reschedule more than ten (10) days prior to the scheduled training date, they may do so free of charge, one time only.</li> <li>• If rescheduling occurs within one (1) to ten (10) days of the scheduled training date, a non-refundable fee of \$295 will apply.</li> <li>• Rescheduling is not permitted within 24 hours of the training. Failure to attend or reschedule with sufficient notice will be considered a no-show.</li> </ul> <p>All training course payments are non-refundable and non-transferable. No exceptions.</p> <p>In the event of a no-show or failure to meet the rescheduling terms above, the student will be required to pay the full cost of training again to attend on a future date.</p> <p>REM Essence LLC reserves the right to retain all deposits and payments made. Additionally, any outstanding balance is due in full within 30 days of the initial invoice and must be paid before rescheduling or re-enrolling.</p>
<b>INITIAL</b>	<p>Students are solely responsible for understanding and complying with all applicable state and local regulations related to their professional licensing and business operations. Neither Jellybond nor REM Essence LLC is responsible for a student's failure to obtain or maintain the necessary permits, licenses, or authorizations required to perform services legally in their jurisdiction. By enrolling, students agree to remain in full compliance with all relevant laws and regulations and acknowledge that it is their obligation to obtain any and all credentials necessary to legally operate or perform services. The Company shall not be held liable for any failure by the student to fulfill these responsibilities.</p>
<b>By signing below, I have read and am in full understanding and acknowledgement of this agreement.</b>	
<b>SIGNATURE:</b>	<b>Date</b>

PAYMENT INFORMATION					
			<b>SUBTOTAL</b>	\$ 2,995.00	
			<b>Adjustments if applicable</b>	-1195.00	
<b>INITIAL</b>	✓			<b>TOTAL BALANCE DUE:</b>	\$ 1800.00
		<b>Payment in Full:</b> I authorize the charge of the provided billing information for the total balance due.			\$
		<b>Security Deposit</b> ( <i>special permission</i> ): I authorize the charge of the provided billing information for the listed security deposit amount. I agree to pay the total balance in full before the commencement of my training.			\$
		<b>Deferred Payment</b> ( <i>special permission</i> ): I authorize the charge of the provided billing information for the amount listed on the specified charge date. I agree to pay the total balance in full prior to the start of my training.			\$ <b>DATE:</b>

BILLING INFORMATION		
<b>NAME ON CARD:</b>		
<b>CARD NUMBER:</b>	<b>EXP DATE:</b>	<b>CVC:</b>
<b>BILLING ADDRESS:</b>	<b>CITY/STATE:</b>	<b>ZIP:</b>
<b>SIGNATURE:</b>	<b>DATE:</b>	

PAYMENT AUTHORIZATION	
<b>INITIAL</b>	<p>I authorize REM Essence LLC to charge the billing information I have provided—either in writing or verbally—for payment toward the Total Balance Due until the balance has been paid in full. I understand and agree that all payments made toward the training course are non-refundable and non-transferable, without exception. This includes, but is not limited to, circumstances involving no-shows or revocation of certification. REM Essence LLC reserves the right to retain any security deposit and all monies paid, and may pursue collection of the full outstanding balance if necessary. All course requirements must be fulfilled and the full balance paid prior to the release of any Certificate(s) of Completion or training-related equipment/materials.</p> <p>By signing below, I acknowledge that I have read, fully understand, and agree to the REM Essence LLC's payment, cancellation, and no-refund policies as outlined above. I accept full responsibility for payment of the training course.</p>
<b>SIGNATURE:</b>	<b>DATE:</b>

**Please carefully read the following terms and conditions:**

## I. GENERAL TERMS:

**1.1 Term of Agreement** This Agreement shall have an indefinite term that shall last either until all obligations to Jellybond LLC | REM Essence LLC (hereinafter referred to as the "Company") are fully satisfied. This shall include but not be limited to any addendums, outstanding fees or costs.

**1.2 Class Materials & Structure** All course requirements must be completed and the full balance paid prior to the release of any Certificate(s) of Completion. If equipment and/or materials are included with the training program, they will be released to the student only upon full payment of the course fee or at the discretion of the Company. Any training kits, equipment, and/or materials provided during class may be used throughout the program, and items included in the training cost are subject to change at any time without notice. Materials may be delivered, mailed, or picked up when possible; if these options are not feasible, materials will be made available on the first day of class. Students will receive a designated lunch break during training. Lunch will be provided, and the trainer will make an effort to accommodate dietary restrictions when possible. However, students with specific dietary needs or allergies are encouraged to bring their own food to ensure comfort and safety. Once trained and certified, students are welcome to attend any future training offered by the trainer as a refresher class, free of charge, provided they register in advance and space is available. Any complimentary perks or benefits included in the training package are non-transferable and must be used as designated. No substitutions or reimbursements will be offered for unused perks.

### **1.3 Billing/Cancellation/Rescheduling Policies**

Due to the high demand for Training Program seats, a strict cancellation/ rescheduling policy is enforced. The paid amount of the training course is non-refundable, non-transferrable, no exceptions, including from the result of revocation of certificate(s) or no-shows. The Company shall have the right to retain Student's deposit and all monies paid, and the Company shall have the right to collect the full amount of the Total Balance Due, immediately due and owing. Should Student need to reschedule the Training Program for any reason MORE THAN ten (10) days prior to the scheduled Training Program date, then Student may do so free of charge, one time only. A non-refundable charge of \$295 will apply if rescheduling for any reason WITHIN ONE (1) TO TEN (10) days prior to the scheduled Training Program date. If Student does not reschedule at least 24 hours in advance, or does not attend the Training Program, it will be considered a no show. Failure to attend will result in Student's obligation to pay the amount listed herein, and to repay the cost of training in full to attend another training date.

**1.4 Payment Authorization** Student authorizes the Company to charge the billing information provided, and any other future payment methods provided, until the Total Balance Due has been paid in full. Students accept responsibility for this payment and understand the cancellation/rescheduling/billing/no-refund policies listed above. Due to the non-refundable cancellation/ rescheduling policy, Student waives right to credit card chargebacks for this transaction, and will be liable for any resulting legal and administrative fees. Students agree to a collections fee and/or administrative fee of no less than 27.5% of the amount due to be added to any unpaid balance after 30 days of the date of this agreement, and immediately due and owing.

**1.5 Payment Agreement** Student and Company agree that the Total Balance Due under this Agreement is in exchange for the purchase of education/training courses and is not intended to be, nor shall it be construed as a loan from Company to Student. If any payment obligation is not paid when due, (1) the borrower will be responsible to pay all costs, including but not limited to: administrative fees (not less than \$150), collections fees of no less than 27.5% of the amount due, reasonable attorney fees whether or not a lawsuit is commenced as a part of the collection process, (2) the borrower promises to pay a late charge of \$25 per each installment that remains unpaid one or more days after its due date, and (3) If any payments remain unpaid for more than 7 days, the entire unpaid amount and resulting late fees, administrative fees and collections fees will be due immediately. Student authorizes the Company to withdraw funds from his/her bank or financial institution, or any payment account(s) provided, verbally or in-writing, to Company. Students agree to provide the Company with any bank or financial statements, tax returns, or any other documentation that the Company deems necessary prior to or at any time after the execution of this agreement to collect any outstanding balance owed to the Company. A photocopy of this authorization is acceptable to release any of the necessary information. Students agree to a collections fee of no less than 27.5% of the amount due to be added to any unpaid balance after 30 days of the date of the first invoice, and immediately due and owing.

**1.6 Indemnification** Student indemnifies and holds harmless the Company, its officers, directors, members, managers, instructors, employees, affiliates, agents and representatives against all losses, damages, claims, liabilities and expenses (including reasonable attorney’s fees) incurred as a result of claims asserted against the Company by Student to the fullest extent permitted by law.

**1.7 No Liability** In no event will the Company, its officers, directors, members, managers, employees, affiliates, instructors, agents or representatives be liable for any claims asserted by Student under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary punitive, special, incidental, indirect or consequential damages, each of which is waived by Student. The Company will not be held responsible for the Student or Student’s future clients.

**1.8 Governmental Approvals** Students who take training courses are not allowed to teach these techniques without expressed written consent from Jellybond LLC. Headquarters. Students are responsible for acquiring and abiding by all state and local board regulations. The Company is not responsible for the Student's failure to do so. Failure to adhere to the bylaws will result in removal of the brand from your facility, revocation of certificate(s), and may be subjected to further legal action. Any unlawful actions will be reported to the appropriate authorities. Students agree to be in compliance and shall comply with all laws and obtain valid permits, authorizations and licenses to own, operate or conduct business in which it intends to be engaged. Please contact your local Board of Health for more information.

**II. STUDENT AGREEMENT:**

**2.1 Student Declaration** Student agrees to be fully committed to completing and gaining the qualifications for the training course(s) provided. Punctual attendance is expected to aid in a smooth learning experience. If there are any reasons why Student may not be able to learn sufficiently, please inform the Company in advance. Please let the Company know of any health conditions which could affect the Student’s ability to participate in the course in order for proper accommodations, within reason and not at the Company’s expense, to be provided. Students agree to follow the Trainer’s instructions, and accept feedback and constructive criticism during or after the training course. Students are to act in a responsible manner to safeguard his/her own health and safety, and that of others. The Company is not to be held responsible for Student’s failure to do so. Students agree to contribute to a positive and respectful learning environment for themselves and others, and make an effort to perform well during the class and during post-class practice sessions. Any slander, libel or defamation or unlawful act of any kind is not tolerated and may result in legal action. Student is to let the Company know of any additional help s/he may need post-class to complete the certification process without making unnecessary demands of the Company’s time.

INITIAL

**2.2 Confidential Information** For the purposes of this Agreement, “Confidential Information” shall include all technical and non-technical information disclosed by the Company, whether oral, written, or electronic, including but not limited to: data, files, reports, client accounts, techniques, training materials, manuals, proprietary information, product or service details, internal processes, databases, business plans, research and development, software, authorship, customer and vendor lists, supplier information, marketing or advertising plans and methods, financial or statistical reports, analyses, and any other material related to the business operations of Jellybond LLC or REM Essence LLC, its subsidiaries, clients, brands, consultants, or vendors. The Student agrees not to disclose, reveal, reproduce, distribute, or otherwise share any such Confidential Information—either directly or indirectly—at any time, for personal benefit or the benefit of any third party. The Student shall make every reasonable effort to maintain and protect the confidentiality of all proprietary materials and information received during or in connection with their participation in the Training Program.

Student agrees that taking any of Jellybond or REM Essence's training courses does NOT entitle Student to teach another individual the techniques learned in class, or to resell products. Students agree that class materials or education can not and will not be distributed to any third parties, other than registered Students for Jellybond LLC. Failure to comply will result in the revocation of any Certificate(s) of Completion, Licenses to distribute/train the use of Jelly Bond, and may result in legal action.

**2.3 Marketing & Promotional Material** Student understands that s/he may use any promotional material provided by the Company for advertising the respective brands or services. Students agree that this material may not be used to advertise any other services or products that Student may be providing. Furthermore, Students understand that s/he is encouraged to create additional promotional material for the ongoing advertising of the brand. However, any images used must be approved by the Company to ensure that examples of work used are of high quality. All text/images must be well presented/arranged and the logo/images must be clear and crisp. The respective logo must be present on all photos of approved work for marketing use purposes. The Company shall at all times be entitled to instruct Students to stop marketing any of its products, brands or services. Students agree for his/her information or marketing/promotional materials, including but not limited to, before/after photos, images, videos, or case studies, to be posted on the Company's website, any promotional material, and/or social media accounts for marketing purposes, as it sees fit.

**2.4 Media Release Agreement** I hereby grant and authorize Jellybond LLC or REM Essence LLC hereinafter referred to as the “Company”, the right to: (A) Record my likeness and voice on video, audio, photographic, digital, electronic, online format or on any and all other media, hereinafter referred to as “Collective Media”. (B) Use my name in connection with these recordings. (C) Take, edit, alter, copy, exhibit, publish, distribute and make use of any and all Collective Media taken of me to be used in and/or for any lawful purpose. (D) Use, reproduce, publish, republish, exhibit, edit, modify or distribute, in whole or in part, the Collective Media for any and all distribution formats including, but not limited to, YouTube, social media, websites, print, television, instructional videos, advertising, and commercial use. This authorization extends to all languages, media, formats and markets now known or later discovered, hereinafter referred to as “Formats”. I hereby agree to this release without compensation for any purpose that the Company, and those acting pursuant to its authority, deem appropriate, including all Formats and promotional/advertising efforts. I waive any right to royalties or other compensation arising or related to the use of the Collective Media, whether that use is known to me or unknown, arising from or related to the use of the image. These recordings may appear in a variety of formats and media available now or in the future. I understand and agree that these materials shall become the property of the Company, and will not be returned. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed, and this authorization shall continue indefinitely. I hereby hold harmless and release Jellybond LLC and REM Essence LLC, and those acting pursuant to its authority, from all liability, claims, demands, petitions, and causes of action for any violation of any personal or proprietary right I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate, may have in connection with such use, including and all claims for libel, defamation, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of the Company. I have read and fully understand the terms of this release.

**2.5 Brand Representation** Products, brands and services may be provided by the Company, and it reserves the right to withdraw any specific product, brand or service at any time at its absolute discretion, with or without substitution. The Company may alter the prices of any of its products, brands and services at any time. The Company will offer for sale to its members any new products, brands or services it may create, and the supply of these will be subject to the terms and conditions of this agreement. The Company's products may not be repackaged, re-bottled, or modified in any way without the written consent of the Company previously obtained. All products must be purchased from Student’s designated distributor REM Essence LLC. Products purchased are intended for use by the certified Student. Company reserves the right to revoke any certification(s) should they discover that the products purchased are not being utilized for its proper use or recipient. Students agree to represent the Company in a reputable manner. Student agree not to charge less than the minimum amount per procedure set by the Company, or offer procedures on deal sites including, but not limited to, Groupon, Living Social, etc. Student is responsible for providing his/her client with a full client consultation with a completed medical profile in agreement with the Data Protection Act, meeting all confidentiality requirements and local legislations, and to provide the client with full and detailed aftercare information and aftercare product.

**2.6 Non-Compete Agreement** Student warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 5 years following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly engage in any business that would be considered similar in nature to the Company, or its subsidiaries. Nor shall Student solicit any client, customer, Student, officer, staff, or employee for the benefit of himself/herself or a third party. Failure to comply is a breach of this agreement, and may result in legal action to the fullest extent of the law.

INITIAL

III. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof. This agreement may only be amended, modified, or supplemented by an agreement in writing duly executed by both The Jellybond Master Trainer and Student. Any breach of contract or failure to comply with terms of this Agreement will result in any outstanding balances to be due in full upon Company's request, whether or not a Payment Plan Installment is in place.

3.1 Binding Effect; Governing Law, Venue and Jurisdiction Student agrees that any suit, action or proceeding to enforce, or any dispute arising out of or in connection with this Agreement shall be governed and construed in accordance with the law of New Jersey, courts of Monmouth County, and it is therefore agreed that the courts of Monmouth County in New Jersey shall have exclusive jurisdiction to settle any dispute or claims that arise out of or in connection with this agreement or any aspect of it as aforesaid.

3.2 Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full.

3.3 Severability In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

3.4 Jury Trial Waiver The parties hereto waive trial by jury in any court in any suit, action or proceeding on any matter arising in connection with or in any way related to the transactions of which this agreement is a part or the enforcement hereof. The parties hereto acknowledge that each makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver.

3.5 Class Action Waiver The parties hereto waive any right to assert any claims against any other party as a representative or member in any class or representative action. To the extent any party is permitted to proceed with a class or representative action, the parties hereto agree that: (1) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action and (2) the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action. This provision is a material inducement for purchasers to enter into this agreement.

INITIAL

**AUTHORIZATION: By signing below, I have read and am in full understanding and acknowledgment of this agreement, including the terms, rules, responsibilities, and payment obligation(s) listed above.**

(Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Date) \_\_\_\_\_

FOR OFFICE USE ONLY:

AUTHORIZED BY

DATE OF AUTHORIZATION

V12.30 Page 4/5