

YNZA DISTRIBUTORS

TRAINING COURSES AND WORKSHOP POLICIES

1. This document governs the policies specifically relating to all training courses and workshops offered by YNZA Distributors under the Young Nails brand in South Africa. These policies extend to our Authorised Mentors who offer these courses and workshops from time to time.

2. Definitions

- a. Courses and Workshops shall mean training courses and training workshops that are published on the YNZA Distributors official website www.ynza.co.za, the contents and details of which are subject to change without any notice. Courses and Workshops are used interchangeably within this document but in all cases where either “course” or “workshop” is used it shall apply to both courses and workshops
- b. Mentor shall mean a juristic entity who has been appointed by YNZA Distributors as an authorised training provider for nail technicians or prospective nail technicians.
- c. Student shall mean any person who has booked and paid for any course or workshop offered by YNZA Distributors through its Authorised Mentors.

3. Bookings and Payment

- a. All courses and workshops must be booked and paid for no less than 5 working days ahead of the start date of the workshop.
- b. Courses and workshops not booked and paid for may result in the student having to reschedule their course or workshop at the discretion and availability of the Mentor
- c. No late bookings will be accepted

4. Attendance

- a. Any student, who has booked and paid for any course or workshop and does not attend the course or workshop will be deemed to have automatically canceled the course or workshop by their absence.
- b. Students who arrive late to any course may be denied entry to the course as this may have a negative impact on the learning experience and progress of the other students who did arrive on time

- c. Where a course is delivered over several days, students are required to arrive on time for all of the days for the entire duration of the course.
- d. Should a student not arrive on time on any day or not arrive at all on any day during the course, then the student will be expected to catch up on the work missed in their own time and at their own expense.
- e. All courses and workshops have starting dates and times. Any person who has booked and paid for a course or workshop accepts that they are required to be at the training facility at the times and dates defined by each mentor. It is the sole responsibility of the student to make arrangements to be at the course venue for the entire duration of the course.
- f. Mentors are under no obligation to remind attendees of the start dates and times for courses and workshops.

5. Lateness

- a. All students are expected to arrive on time for all courses and workshops
- b. Late arrivals is considered to be extremely disrespectful conduct and Mentors are not obligated to accept students into the classroom at all or to redo the work already covered by the Mentor during the students absence or as a result of the students lateness.
- c. It is the responsibility of the Student to ensure that they arrive on time for the entire duration of the course or workshop.

6. Cancellations and Refunds

- a. Courses that have been booked and paid for may be canceled and the following refunds will be applicable
 - i. Cancellation confirmed in writing by the Mentor more than 6 weeks prior to the start date of the course will result in 100% of the course fee being refunded
 - ii. Cancellation confirmed in writing by the Mentor more than 5 Weeks Prior to the Start Date of the Course will result in 50% of the Course Fee being refunded
 - iii. Cancellation confirmed in writing by the Mentor more than 4 Weeks Prior to the Start Date of the Course will result in 25% of the Course Fee being refunded

- iv. Cancellation confirmed in writing by the Mentor More than 2 Weeks Prior to the Start Date of the course or workshop will result in 0% of the course fee being refunded
- b. For the avoidance of doubt, a cancellation must be confirmed in writing by the Mentor in question in order for the cancellation refund to be finalised, any person who requests a cancellation for a course or workshop that has been booked and paid for does so with full acceptance of the refund rates described above. NO negotiation will be entertained or entered into.
- c. The process for cancellation is as follows
 - i. The person who booked and paid for the course or workshop must send an email to the relevant Mentor stating their request to cancel their booking and copy the email to info@ynza.co.za. The following information must be supplied to the Mentor.
 - 1. The Course Start Date
 - 2. Name of the Course
 - 3. Student Name & Surname
 - ii. No cancellation requests by whatsapp, sms or phone call will be considered a formal cancellation request under any circumstances whatsoever.
 - iii. The Mentor, must acknowledge receipt of the cancellation request by return email. The date on which the Mentor has confirmed receipt of the cancellation request serves as the formal cancellation request date for the purposes of calculating the applicable refund percentage as described above. Mentors have 3 business days to respond to any email request for cancellation, should a Mentor not respond within 3 business days then the formal cancellation date shall be deemed to be 5 Business Days after the Formal Cancellation request was sent.

7. Rescheduling of Courses

- a. Courses may be rescheduled only once within a 12 Month period.
- b. It is within the sole and absolute discretion of the Mentor to agree to reschedule any Student's course or workshop booking. For the avoidance of doubt, where a Mentor does not agree to reschedule any Student's course or workshop booking, then such Student shall be required to either attend the course or workshop

originally booked, alternatively the Student may opt to cancel the course or workshop under the cancellation and refunds section described above.

- c. A rescheduling fee may, at the sole discretion of the Mentor, be applicable to any course or workshop that is rescheduled as follows
 - i. Course reschedule request confirmed by the Mentor in writing less than 1 week before the start date of the course or workshop will require a rescheduling fee of 100% of the course or workshop fee to be paid to the Mentor prior to the course being rescheduled.
 - ii. Course rescheduling request confirmed by the Mentor in writing less than 2 weeks prior to the start date of the course or workshop will require a rescheduling fee of 75% of the course fee to be paid to the Mentor prior to the course being rescheduled
 - iii. Course rescheduling request confirmed by the Mentor in writing less than 4 weeks prior to the start date of the course or workshop will require a rescheduling fee of 50% of the course fee to be paid to the Mentor prior to the course being rescheduled
 - iv. Course rescheduling request confirmed by the Mentor in writing less than 6 weeks prior to the start date of the course or workshop will require a rescheduling fee of 25% of the course fee to be paid to the Mentor prior to the course being rescheduled
 - v. Course rescheduling request confirmed by the Mentor in writing less than 8 weeks prior to the start date of the course or workshop will require a rescheduling fee of 0% of the course fee to be paid to the Mentor prior to the course being rescheduled

8. Training Equipment

- a. Mentors have made significant investments into their training facilities for the benefit of teaching and training students. These investments include, but are not limited to, items such as electric Files, UV Lamps, Desk Lamps, Workstations, Training Hands, dust collectors and associated accessories such as table towels, paper towels, replacement training hand tips, desk holders, bins and other associated products and accessories.
- b. These items are available for use by students during their training courses and workshops

- c. Any damage, theft or loss of these items by the student, whether caused by accident, negligence or direct actions or inaction of the Student will be for the account of the student.
- d. **Students acknowledge and accept that they are fully liable for the full replacement of any item(s) damaged, broken, lost, destroyed whilst the student is using these items in the Mentor's facility. Mentors may request immediate payment from the student for any items that are damaged, broken, lost or destroyed during the training course or workshop**

9. Additional Items

- a. Mentors may, at their sole and absolute discretion, require that anyone attending a course bring additional items with them for the duration of the course of the workshop.
- b. These items may be required for the Student attending the course or workshop to have a more fulfilling or meaningful course or workshop experience. Student's attending a course or workshop who purchase additional or suggested items do so entirely at their own cost and risk. Under no circumstances will any Mentor be liable for any costs incurred by any Student attending a course or workshop for additional items purchased by a Student attending a course or workshop
- c. In circumstances where a Student had booked and paid for a course or workshop, and purchased additional items as suggested by the relevant mentor, subsequently decides to cancel the course or workshop, then in such circumstances the Mentor will not be liable in way for such costs incurred by the Student who had booked and paid for the course or workshop.

10. Products

- a. Any Student who books and pays for a course or workshop accepts that they are only allowed to utilise Young Nails products in their training course or workshop. Products that are not Young Nails may not be brought into the training facility of the Mentor.
- b. Mentors may request that any Student attending a course or workshop remove the non Young Nails product from the venue, failing this, the Mentor is entitled to cancel the Students course or workshop and request that the person leave the training facility immediately. In such circumstances, the Student shall not be entitled to any form of refund or compensation whatsoever for the cancellation.

- c. **For courses that have a practical exam associated to the course, NO OTHER PRODUCTS beside YOUNG NAILS Products may be used for the practical exam. The only exception to this rule is the use of electric files and UV lamps. Save for these two items, all other products, including the bits and mandrels for the electric File, utilised in the exam must be purchased from and supplied by an Authorised Young Nails Reseller or Mentor or the official website of YNZA Distributors.**
- d. No Person attending any course or training programme is allowed to “decant” non Young Nails products into Young Nails branded containers, jars, bottles, tubs and other holders for any product. There are no exceptions to this rule. Persons found to be “decanting” non Young Nails products into Young Nails containers, jars, bottles, tubs may be liable to civil action and where applicable criminal proceedings.

11. Indemnity and Limitation of Liability

- a. Any person who attends any training course or workshop, do so entirely at their own risk.
- b. Persons attending any training course, exam or workshop hereby indemnify Young Nails Inc., YNZA Distributors, its Authorised Resellers and Mentors, their employees, directors, owners, shareholders, agents, partners and suppliers against any losses or damages incurred irrespective as to the cause of the losses or damages whether caused intentionally or negligently.

12. Acceptance

- a. These policies do not require specific acceptance by any Student. Students automatically accept and acknowledge these policies and the obligations within them as well as the liabilities associated thereto when they confirm their course or workshop booking and payment is made.
- b. These policies are subject to change without notice