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Introduction

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You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data detection and data harvesting) on or in relation to this Website without the Academy's express written consent.

You must not use this Website to transmit or send unsolicited commercial communications.

You must not use this Website for any purposes related to marketing without the Academy's express written consent.

Restricted access

Access to certain areas of this Website is restricted. The Academy reserves the right to restrict access to [other] areas of this Website, or indeed this entire Website, at its sole discretion.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Website, for whatever purpose.

You grant to the Academy a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to [the Academy the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Academy or a third party (in each case under any applicable law).

You must not submit any user content to the Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Academy reserves the right to edit or remove any material submitted to this Website, or stored on the Academy's servers, or hosted or published upon this Website.

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This Website may contain links to third-party web sites or services that are not owned or controlled by the Academy. The Academy has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Academy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Payment Information

You may also submit your debit or credit card information ("Payment Information") via the website as part your purchase of products or services of the Academy. The Academy uses third party service providers to process your payment information. If you submit your Payment Information, you agree to pay all costs that you incur, and you give us permission to charge you when payment is due for an amount that includes any applicable taxes, fees, and charges to the Academy or one of our service providers.

No warranties

This Website is provided "as is" without any representations or warranties, express or implied. The Academy makes no representations or warranties in relation to this Website or the information and materials provided on this Website.

Without prejudice to the generality of the foregoing paragraph, The Academy does not warrant that:

- this Website will be constantly available, or available at all; or
- the information on this Website is complete, true, accurate or non-misleading.

Nothing on this Website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

The Academy will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- to the extent that the Website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if The Academy has been expressly advised of the potential loss.

Exceptions

Nothing in this Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this Website disclaimer will exclude or limit the Academy's liability in respect of any:

- personal injury caused by the Academy's negligence;
- fraud or fraudulent misrepresentation on the part of The Academy; or
- matter which it would be illegal or unlawful for The Academy to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this Website, you agree that the exclusions and limitations of liability set out in this Website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this Website.

You accept that, as a limited liability entity, The Academy has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Academy's officers or employees in respect of any losses you suffer in connection with the Website.

You agree that the limitations of warranties and liability set out in this Website disclaimer will protect the Academy's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as The Academy.

Unenforceable provisions

If any provision of this Website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Website disclaimer.

Indemnity

You hereby indemnify The Academy and undertake to keep The Academy indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by The Academy to a third party in settlement of a claim or dispute incurred or suffered by The Academy arising out of any breach by you of any provision of these terms and conditions or arising out of any claim that you have breached any provision of these terms and conditions.

Definitions

The "Academy" is defined as the Focus Academy, LLC d/b/a Hawaii Focus Academy.

A "Course" is defined as a period of time on a single Course type as described in the current brochure – for example, *Package 1, One Week Introductory Modeling Course*.

A "Booking" can consist of either a single Course or a combination of courses.

"Fees" are defined as the total sum paid by the student of the Course selected including all transportation fees, registration fees or other fees related to the Course.

"Accommodation Fees" are defined as the total sum paid by the student for living accommodations during the term of the Course.

How to make a Booking

When making a Booking, you must pay:

- a. a non-refundable registration fee of \$50;
- b. Pay for course and accommodations in full.
- c. if you want the Academy to make accommodations for you you must also pay a non-refundable accommodation placement fee of \$50 and an accommodation deposit of \$200.

If you make any changes after your Booking has been confirmed you will be charged a \$25 change fee.

Cancelling a Course

If you want to cancel a Course, you must do so in writing. You may cancel on the following conditions:

More than thirty (30) business days before the Course begins – No Penalty.

More than fifteen (15) and less than fifteen (30) business days notice before the Course begins – 50% Penalty.

Less than fifteen (15) business days notice before the Course begins – 100% Penalty.

If you want to postpone a Course, you must do so in writing. You may postpone on the following conditions:

You must pay the full Course fees by the original starting date of the Course booked, and you must complete the rescheduled Course within three (3) months of the original starting date.

If you postpone a Booking, we will give you credit towards the rescheduled Booking as follows:

Fifteen (15) business days notice of more before the Course begins: 100% credit of Course fees paid.

Less than fifteen (15) business days notice before the Course begins: 50% credit of the Course fees paid.

If you postpone a Booking with less than three (3) business days notice, you will not receive any credit of your fees.

A postponed Booking cannot be postponed again or canceled.

Please note that it is your responsibility to arrange suitable insurance to avoid fees in the event of unavoidable cancellation or postponement.

Note that our terms apply even in the case of unforeseeable *force majeure* events, which may not be covered by insurance.

Changing your Booking.

Any changes to bookings once they have been confirmed will incur a charge of \$50.

If you give us less than fifteen (15) business days notice, you may be able to change a Course Booking, but this is at our discretion.

If you change from a more expensive Course to a cheaper one with less than fifteen (15) business days notice, we will not give you any refund, either in cash or extra lessons.

If you change from a cheaper Course to a more expensive one, you will have to pay the extra amount but we will always give you credit for the fees you have paid.

Holidays.

The Academy is closed on some public holidays and open on others. Please see our current Dates and Fees for details.

Your Level of English

It is your responsibility to check the level of English you will need for the Course you wish to take (please see our brochure, website or Current Dates and Fees). We strongly recommend that you contact us if you have any uncertainty about your level of fluency in English. We will be happy to advise you.

If your level of English is unsuitable for the Course you have booked, we reserve the right to move you to a more suitable one or to refuse you admission to the school. If we move you to a more expensive Course as a result, you will have to pay the difference. If we move you to a cheaper Course, you will not receive any refund.

If your level is too low to join a Course, we may offer you a program of Individual English language instruction at our current rates, subject to availability.

Accommodations

We strongly recommend that you arrange your accommodations for the duration of the Course through us at the Aston Kona by the Sea resort. This is where the majority of the classes will take place. Please check our website for pictures of this resort. These accommodations are in a one or two bedroom condominium. The number of rooms available to the Academy are limited and are offered on a first-come first-served basis. If we are unable to provide accommodations at Kona by the Sea resort, we will find appropriate similar accommodations for you and will provide all transportation between your resort and the Academy. If you have accommodations somewhere other than Kona by the Sea (whether we arrange them or you do so on your own) you will not be allowed to utilize the pool, beach or other amenities of the Kona by the Sea resort. If you select shared accommodations the choice of sleeping arrangements is determined on a first-come first served basis between the students sharing the room.

If you choose to obtain your own accommodations you must provide your own transportation at your own expense to the Kona by the Sea resort for the Course.

All students must adhere to the Rules and Regulations of the Academy and the resort where you are accommodated at all times. (See the Academy Rules and Regulations) You will be liable for any damages that you cause at your accommodation. If the Academy arranges any accommodation for you, we do so only as an agent introducing you to your host. Any contract is between you and your host.

Student Acknowledgement

The Student acknowledges that he/she has certain responsibilities during the duration of the Course offered by Academy. And that the Academy has made certain statements concerning the Course and its conduct and responsibilities. By registering and participating in the Course, the student acknowledges and agrees to the following:

- The Academy cannot compromise its responsibilities to all of its students and the Academy staff is the final authority for all aspects of student care or service.
- The Academy has the right to require me to leave its facilities or programs because of my performance or conduct. This right will not be exercised without prior discussion with the student except in extraordinary circumstances.
- I am aware of my responsibility to maintain appropriate behavior while in the Academy's facilities or programs.
- The Academy does not accept responsibility for the risk of accidental injury not caused by the Academy itself or its agents or employees that I may suffer during the term of my Course.
- The Academy does not carry health insurance that provides coverage for any student. I am responsible for obtaining

such coverage for myself.

- I acknowledge that, except as specifically acknowledged by the Academy, I am solely responsible for the financial costs that I incur during the term of my Course, including but not limited to travel costs to Kona, Hawaii, local travel, accommodations, meals or emergency care.
- I acknowledge that the Academy has made no representation, guaranty or warranty of any kind or nature whatsoever that, at the completion of the Course, I will find employment of any kind and specifically as a model, actor, entertainer or photographer.
- I hereby waive any and all rights I may have against the Academy for any damage to my person or property other than for the Academy's gross negligence or as otherwise provided by law.
- Employees of the Academy shall have the right to enter the Student's accommodations at reasonable times and with reasonable notice, except in the event of an emergency, in order to inspect the accommodation and to assure the Student's performance of these terms and conditions and the rules and regulations of the Academy.

General.

You must pay all your Course fees even if you arrive late. You must also pay all your Course fees if you leave early of miss lessons, unless you cancel as set forth above.

We reserve the right to exclude you in the event of a late arrival of more than one day without prior agreement, attend irregularly, violate the Rules and Regulation of the Academy or otherwise behave unacceptably. In this case you will have to pay all your Course Fees plus any additional costs incurred.

We try to provide all the Courses listed on Statement of Course Dates and Fees, but we reserve the right to cancel Courses where this is unavoidable in our sole discretion. In this case, we will always offer you an alternative, and if you choose not to accept the alternative, we will refund all the Fees you have paid.

If you come to us through an agent, their Terms of Contract are between you and that agent and do not include the Academy. We reserve the right at all times to apply our Terms and Conditions.

In order to fulfill our obligations to you and, where necessary, to local authorities, it is necessary for us to see and copy your passport (and visa, if appropriate), to have contact details for you in Hawaii (including a mobile phone number if you have one), and to have details of your emergency contact and next of kin in your home country. You therefore agree to provide this information and to tell us immediately if it changes while you are at the Academy.

We reserve the right to hold our Courses at any suitable location irrespective of the published location. Although we will try to respect the maximum class size we reserve the right to exceed it in a reasonable amount.

If a situation arises which has not been covered by these Terms and Conditions we reserve the right to take any fair and reasonable (in our sole discretion) that we deem appropriate.

Breaches of these terms and conditions

Without prejudice to The Academy's other rights under these terms and conditions, if you breach these terms and conditions in any way, The Academy may take such action as The Academy deems appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

Variation

The Academy may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this Website from the date of the publication of the revised terms and conditions on this Website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

The Academy may transfer, sub-contract or otherwise deal with its rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and The Academy in relation to your use of this Website, and supersede all previous agreements in respect of your use of this Website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the law of the State of Hawaii, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Hawaii.