

Online training + One Year membership

By submitting to the membership recurring payment, you submit to the Booiaka® policy terms & conditions.

By accepting this agreement, you agree to purchase the Booiaka® online training which includes the Booiaka® online training + One year membership and hereby the Booiaka® membership policy, release of liability and Booiaka® policy. Please read carefully below for details about your membership.

BOOIAKA® MEMBERSHIP POLICY (REF. to Booiaka® Policy)

1. YOUR MEMBERSHIP ACCOUNT

Booiaka® Instructors (Boomers®) are instructors allowed to teach Booiaka® classes.

They must have a Boomer® certificate and they must maintain their membership in good stand by paying an annual recurring payment of \$200 through the Booiaka® website. The annual membership is non-refundable even if you request to cancel before the expiration date.

If you use the Boomer® Instructor site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. Booiaka® LLC and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

The Boomer® corner is the official Booiaka® instructor site where Boomers® can find their material for classes, resources including videos, playlist notes and official logo.

By submitting to the membership recurring payment, you submit to the Booiaka® policy terms & conditions.

2. THE PROCESS

To become a BOOMER® (Booiaka® instructor) Instructors must attend a one day Booiaka® instructor training with creator Tatiana Tamai or one of the Booiaka® Educational Masters (B.E.Ms®) certified or take the Booiaka® Online training.

Within ten days from the Instructor training course, instructors must subscribe to the Booiaka® membership to be licensed to teach the Booiaka® Program, to use the Booiaka® logo and to teach the Booiaka® Method. Instructors are automatically enrolled to the membership after they complete their training course. The annual membership is paid once a year (\$200 automatically renewed until instructor

request the cancellation with a one month written notice).

3. WHAT DO I GET AS BOOMER® MEMBER? (Resources page on the Instructor Site/Boomer® corner)

When you become a Boomer® you are part of a Community that wants to grow, professionally, spiritually & personally with you! As an Active boomer® you receive:

- Access to the Boomer® corner, the Booiaka® instructor site, where you can find Booiaka® choreographies, class material and online videos.
- Access to suggested playlist for each choreography. Boomers® must follow the chronological order of the choreographies provided and choose to add or modify based on the level, age and needs of your class.
- Access to the Playlist notes that the Booiaka® team will walk you through each moment of the class and help you to build up the routine and the filler steps. However, the notes are helpful suggestions. Please feel free to customize, add, modify or change if need be. But always stay true to the core of the choreography. This is a great tool to make the class the best experience ever!
- Access to past Boo-volumes
- Merchandise retailer opportunities

*****We will provide music notes for the class and also downloadable music that belongs to Booiaka®. We DO NOT PROVIDE COMMERCIAL MUSIC and we don't send CDs or DVDs. Instructors must choose to buy music from I-tunes or other sources.**

4. NOT LICENSED INSTRUCTORS

If you are teaching the Booiaka® method and you are not certified, you will be in violation of the Booiaka® policy and in violation of trademark and copyright laws and all future membership renewal opportunities will be permanently revoked.

After we receive notice of a non-certified instructor teaching Booiaka® or using Booiaka® material distributed by other, we investigate the report and gather relevant information if it is not provided by you. We will send 3 educational notices to the facility or illegal instructors concerning the licensing process and request that they cease offering illegal Booiaka® classes, stop using the Booiaka® brand, and request that they only hire licensed instructors. When we are not successful with this approach we will approach with a formal legal notice or even proceed with formal legal action. Please understand that the above action will NOT benefit the Booiaka® Management, you, third parties or the facility where you work.

We want managers and owners to see the benefits of having official Booiaka® instructors teaching and

stay true to the Program and the Booiaka® Policy. When you go against the Booiaka® Policy it is also discourtesy to the Booiaka® Community and all the members who regularly pay their membership. We ask your collaboration and report to the Booiaka® management If you know about other instructors, non-members, that are illegally teaching the Booiaka® Program or illegally distributing Booiaka® material.

Our goal is to create jobs by giving official licensees of the Booiaka® Program. We don't want threaten with lawsuits, we are here to help you and to provide the tools to make your work joyful and in a good stand. Please understand that this is a process of communication and education, not a punishment.

MEMBERSHIP CANCELLATION POLICY – FAQ

1. How can I suspend my Booiaka® membership without losing my certification?

If you need to suspend your Booiaka® membership, but you still want to keep the certification active, please email at accounting@booiaka.com and the Booiaka® Team will give you options if you are eligible to be suspended and what is the period of time allowed (this decision is to the sole discretion of the Booiaka® management upon further review and case by case basis and circumstances such as injury, maternity, pregnancy, financial issues or other personal matter). Boomers® can suspend their membership ONLY ONCE A YEAR.

2. What happen if I don't re-activate my membership or it expired?

If your membership expires or get cancelled or suspended for lack of payments your Booiaka® certification will automatically expire after two months and you are not allowed to teach Booiaka® classes unless you take another Instructor training.

The Booiaka® Team will always try to help you as long as you have maintained a good status and you immediately email at accounting@booiaka.com However, after the two months have passed since your membership expiration you will be removed from the Instructor Site and you will be no longer active. Your Booiaka® certification/certificate will no longer be valid and you can no longer teach Booiaka®, use the Booiaka® name, logo or method of teaching and must take another teacher training.

*You can take another teacher training ONLY if you have not violated the Booiaka®Policy. It is up to the Booiaka® legal advisor to approve your status and allow you to renew your certification.

3. What happen if I suffered an injury?

If you have suffered an injury please let us know and email us a doctor's notice or other appropriate documentation, we will temporarily suspend your membership. After two months, we will discuss possibility for a longer suspension time, if needed (upon further review and case by case basis) or either reactivate your membership, or suspend/cancel it and forgo your Booiaka® certification.

4. What If I decide to Cancel my membership as my final decision and how to cancel

You will lose your certification and must attend another training if you want to teach Booiaka® again. Please email us at accounting@booiaka.com to confirm and we will proceed as you requested. Please remember to give the Booiaka® management a ONE month notice to process the cancellation.

THE BOOIAKA®PROGRAM IS COPYRIGHTED

Videos, playlists, music, “Booiaka® Method of Teaching”, “Booiaka® Instructor Manual”, “Booiaka® Workouts”, “Booiaka® Choreography”, “filler Steps®” “MiniBoos®” , logo, “Boomer®”, “BoomStar®”, “Wboo® Event”, Booiaka® clothing line (including accessories) and all the Booiaka® material are copyrighted and protected materials and cannot be duplicated or distributed by anyone other than Tatiana Tamai and the Booiaka® management. This includes all choreography online, DVDs and Boomers® material. These are for you, the Instructor only. The choreographies tutorials may not be shared or shown in Booiaka® class or anyone else.

Certified/active Booiaka® Instructors may use the trademarked Booiaka® logo to promote their Booiaka® classes. It may be used on flyers, posters, emails, personal websites (that promote your dance/fitness classes) and promotional material to promote your fitness classes, but it must appear as below:



The Booiaka® name and logo may not be used to promote competing products. When using the logo, it must have the ® (registered notice) one or more times in all printed materials and advertising. Must be downloaded from the Instructor Booiaka® website.

The Booiaka® name may not be used as a trade name. It cannot be part of the name of the company or studio without the explicit permission of Booiaka® Management.

The Booiaka® name, logo and Method of Teaching may only be used for Booiaka® classes.

Do not apply the Booiaka® name or method of teaching to any other class or format.

For example, a hip-hop class may not be taught in the Booiaka® Method and it may not be called Booiaka® Hip-Hop or Hip-Hop Booiaka®.

Before to start your Booiaka® online training you'll be required to submit to the following liability agreement

RELEASE OF LIABILITY

I have signed up for online training for my own benefit, education and enjoyment. I understand that this sport can be physically demanding and that any sports activity can result in injury. I represent that I am in good physical health and I have consulted with my physician about my participation in sporting activities. I understand that only I can monitor my own body's reactions to physical exertion, and I will stop all activity and notify the instructor if I feel light-headed, unusually out of breath, weak or otherwise incapacitated. I also fully understand that there is risk

associated in this sport. These risks include, but are not limited to muscle soreness, bruising and abrasions. I understand that although injury is unlikely, these injuries can be very serious, and cause permanent damage and even death. I also accept all risk of these injuries and forever hold, Booiaka, LLC, free from any claim, loss, cost, responsibility or liability resulting from injuries or damages associated with my participation in the above activity or use of equipment. All information provided by Booiaka, LLC are of a general nature and are furnished for educational training and entertainment purposes only. No information is to be taken as medical or other health advice pertaining to any individual's specific health or medical condition. Booiaka, LLC is not engaged in rendering medical or professional services. Booiaka, LLC makes no guarantee regarding the accuracy, timeline-less, or relevant of any text, video, audio content. Any content provided is not a diagnosis, treatment plan, or recommendation for particular course of action regarding your medical health and is not intended to provide specific medical advice. Do not delay seeking the diagnosis and advice of your healthcare professional because of anything you may have read or interpreted in Booiaka, LLC. Consult your healthcare professional before participating in or acting on any recommendations found in Booiaka, LLC. You agree, at your exposure, to indemnify and hold Booiaka LLC harmless from any and all losses, liabilities, injuries, or damages resulting from any and all claims, causes of action, suits, proceedings, or demands against Booiaka, LLC arising from or related to decisions or recommendations you make using Booiaka, LLC content. We are nutrition and training educator. You agree that use of this information is at your own risk.

By submitting this form, you agree to all the terms of this agreement and acknowledge receipt of a complete copy of said agreement.

CONFIDENTIALITY AGREEMENT

I hereby confirm that I am of my own volition, participating in the Booiaka, LLC and recognize that all written, oral, and electronic information and materials disclosed or provided by Booiaka, LLC to under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.

I acknowledge that Booiaka, LLC has gone to great effort and expense to develop and design the Booiaka, LLC and Its training methodology and marketing strategies associated. I further acknowledge that the information associated with the practices, workouts, training methods, marketing strategies, and business processes are proprietary, trade secret information of Booiaka, LLC including the "Method of Teaching" and all data and information related.

I hereby agree not to use any Confidential Information disclosed for any purpose other than approved by Booiaka, LLC or its assignees. I shall not disclose or permit the disclosure of any Confidential Information to third parties. I agree that I shall take all precautions in order to prevent the Confidential Information from falling into the public domain or the possession of unauthorized third parties. Such measures shall include, but not be limited to, the highest degree of care that I utilize to protect your own confidential information of a similar nature, which shall be no less than reasonable care.

I will further confirm that I have been made aware that photographing and filming related to Booiaka, LLC may occur for promotional purposes, and I hereby grant to you, your successors, assigns, and licensees the perpetual rights to use; in any manner o in any media currently existing or which may be further developed in the future, as they may desire, all video, still and motion pictures and sound track recordings and records which you may make of me or of my voice, and the right to use my name or likeness in or in connection with the exhibition, advertising, or any other use of such motion picture or recording. I will not seek compensation form the creators/producers for my involvement in this project.

By submitting this form, you agree to all the terms of this agreement and acknowledge receipt of a complete copy of said agreement.

I, "THE CLIENT" HEREBY HAVE READ AND UNDERSTAND AND AGREE TO THE ABOVE TRAINING LIABILITY WAIVER.

Name *

First Name

Last Name

Email *