

Terms and conditions

Welcome to Kristina Gasenko Consulting LLC. By accessing our websites, downloading free materials, registering, or purchasing services listed, you (the "User") are agreeing to the following terms and conditions (the "Agreement"). If you do not agree with these terms, please do not use our services or websites.

Acceptance of the Agreement

The act of downloading materials, registering on the websites listed below, or purchasing services constitutes acceptance of this Agreement:

- <https://kglicense.soholms.com/>
- <https://student.soholms.com/>
- <https://kglicense.com>

Definitions

- **"Administrator"** refers to Kristina Gasenko Consulting LLC, which provides the services listed on the websites.
- **"User"** is any individual or entity that uses the websites or services provided.
- **"Site"** refers to the collective presence of the Administrator on the internet, accessible via the URLs listed above.

The Agreement may use terms that are not defined in the Definitions section above. In this case, the term shall be interpreted in accordance with its plain text meaning.

1. THE SUBJECT OF THE AGREEMENT

1.1. This Agreement outlines the terms and conditions of the services provided by the Administrator to the User.

1.2. The services offered for purchase through this Agreement by the Administrator to the User are expressly limited to the **provision of information and consulting services**.

1.3. By using the functionality of the Site, the User instructs, and the Administrator assumes the obligation to provide the User with the selected services.

1.4. For the provision of services under this Agreement, the User pays the Administrator a fee in the **amount, manner, and period** established by this Agreement.

1.5. Paid Services are chosen by the User through the websites and include but are not limited to the following packages:

A. 'Basic Consultation. We'll Handle it for You' is provided to the User by the Administrator and includes the following informational and advisory services:

The Administrator and their team handle the User's documents for **translation, printing, completion of necessary applications, submission to the appropriate state department, and payment of required fees.**

Communication throughout the entire process is conducted **exclusively via email** or through the **User's account on the platform <https://student.soholms.com/>.**

Phone calls and Zoom meetings are NOT included in this service.

The User has the option to **switch to the 'No Exam' tariff** at any time.

This consultation does not include the issuance or receipt of any certificates and/or official statements.

B. 'Exam Preparation' is provided to the User by the Administrator and includes the following informational and advisory services:

Analysis of exam topics in the form of short video lessons in **Russian**, accompanied by presentations and demonstrations in **English**.

Official instructions for the **practical exam** in English.

Testing and practice using materials available on an **interactive online platform**, accessible from any device at any convenient time.

A comprehensive **English-Russian glossary** of mandatory terms compiled by the Administrator, comprising **70 pages**.

Feedback and support from the Administrator on all course-related questions submitted by the User.

Access to a database of over **1,500 exam-related questions**, including explanations and correct translations of incorrect answers, categorized by topic.

All necessary study materials for successful exam preparation, including **summaries, tests**, and the official textbook.

Access to the course is granted to the User **immediately after payment** and remains active **until the User takes the exam or for one (1) year from the date of purchase**, whichever comes first.

This service does NOT include any exam fees required for scheduling the board exam.

Access may be **extended upon request** for an **additional fee**, the amount and terms of which shall be determined by the Administrator.

C. 'Exam Preparation. Personal Guidance' is provided to the User by the Administrator and includes the following informational and advisory services:

Individual one-on-one sessions under the guidance of the Administrator.

The User prepares for the exam through **60-minute Zoom meetings held twice a week** over a **two-month period**.

A total of **16 personalized lessons** are provided.

D. 'Salon Licensing Consultation' is provided to the User by the Administrator and includes the following informational and advisory services:

The User receives information about the **required documents and process** for obtaining a **salon license in the USA**.

The cost of **assistance with the salon license application** is included in the consultation fee.

E. 'Salon Sanitary Rules and Laws Consultation' is provided to the User by the Administrator and includes the following informational and advisory services:

Information about the **sanitary requirements** for salon premises and **how to comply** with them.

A **recorded lesson** titled *“Sanitary Standards in the Salon – Working without Penalties”*.

After payment, the User receives **full access to all materials** in their personal account.

For **employee hiring guidance**, the User must consult with a tax assistant or accountant.

F. 'Instructor's Courses Opening Webinar' is provided to the User by the Administrator and includes the following informational and advisory services:

Guidance on how to **legally conduct training courses** for beauty professionals in the USA.

Information on when an **instructor's license is required**, and how to obtain it.

Instructions for **conducting masterclasses**, including requirements for **equipment and premises**.

Steps to **open a school**, issue certificates with board-approved hours, and license the school.

Access to materials is provided via a **recorded consultation** after payment.

G. 'Instruction for Permanent Makeup Artists' is provided to the User by the Administrator and includes the following informational and advisory services:

Within **7–10 business days** after payment, the User receives a **step-by-step plan** (in Russian) for obtaining a certificate to legally provide permanent makeup (tattooing) services.

All **instructions, templates, and useful links** are provided by the Administrator via email.

The User has the option to **switch to the 'We'll Handle it for You' tariff**.

H. 'Instruction for Laser Hair Removal Specialists' is provided to the User by the Administrator and includes the following informational and advisory services:

The Administrator conducts research on relevant laws, makes phone calls to official departments and schools, and submits written inquiries to the board to clarify all **permits and certifications required**.

The User receives a **summary file in Russian**, with **links to official sources** and application forms.

Feedback support is available for **1 month** from the purchase date.

Instruction preparation time: **5–7 business days**.

The User has the option to **switch to the 'We'll Handle it for You' tariff**.

I. 'Massage Therapist Permit Instruction' is provided to the User by the Administrator and includes the following informational and advisory services:

Within **7–10 business days** of payment, the User receives a **step-by-step licensing plan** for legally working as a massage therapist in the USA, available in their personal account.

The Administrator provides all **necessary materials, application templates, and relevant links**.

The User may switch to the **'We'll Handle it for You' tariff** at any time.

J. 'Basic Consultation. No Exam Service' is provided to the User by the Administrator and includes the following informational and advisory services:

The Administrator and their team handle the User's **document translation, printing, completion of required applications, submission to the state department, and payment of all required fees**.

All communication is conducted via **email or the platform**
<https://student.soholms.com/>.

Phone calls and Zoom meetings are not included in this service.

If the board **rejects the User's application** for license issuance without an exam, the Administrator will reapply on behalf of the User using the **Exam License Application** and grant access to the '**Exam Preparation**' service.

This consultation does not include issuance or receipt of any certificates and/or official statements.

1.6. The Administrator does not provide legal or immigration advice, and none of the services offered shall be construed as such. All services provided by the **Administrator** are of a **consulting nature**. **The Administrator does not issue any diplomas, licenses, or certificates. The User bears full responsibility for the authenticity** and accuracy of any documents submitted for review or use in connection with the services.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 The Administrator commits:

a)to provide **User** with **services** in accordance with this **Agreement** and **service package** chosen by User. Information about a specific service, its **cost**, the **procedure** for its provision is provided on the **Site**.

b)The Administrator may involve **third parties** to fulfill service obligations and guarantees proper rights to use any **intellectual property** involved.

2.1.2. The Administrator guarantees that he has all the necessary **rights and permissions** to use the **intellectual rights** of third parties used in the provision of services.

2.2. The User agrees:

2.2.1. to **pay for services** and provide all necessary **information and paperwork** to facilitate service provision.

2.2.3. to strictly **adhere to** and **not violate** the terms of the **Agreement**, the rules for the provision of services posted on the **Site**.

2.2.4. to ensure the **safety** of the **protected intellectual property** obtained through the Site, such as **videos and written materials**, to prevent their **transfer to third parties**.

2.2.5. to **not reproduce, repeat, copy, sell**, or use for any purpose the **information and materials** that have become available to him on the Site.

2.2.6. In case of **paying for the service in installments**, the User undertakes to make all **payments** in the prescribed manner.

2.2.7. The User provides **explicit consent** for the Administrator to **contact and communicate** with relevant **authorities, institutions, and third-party organizations** on the User's behalf, when necessary for the proper provision of services under this Agreement.

2.2.8. The User provides consent to receive **emails and SMS messages** from the **Administrator** related to the purchased services, including updates, instructions, reminders, and other service-related communications. The User also agrees to receive occasional promotional or marketing messages, unless they opt out. **The User** may withdraw their consent at any time by sending a written request to the Administrator or by using the unsubscribe link provided in such messages.

2.3. The Administrator has the right:

2.3.1. to receive from the User any **information necessary** to fulfill Administrator's obligations under this Agreement. In case of failure to provide, or incomplete or incorrect provision of information by the User, the Administrator has the right to **suspend** the performance of his obligations under this Agreement **without refund to User** until the requested information is provided.

2.3.2. to receive **remuneration** for the provision of services under this Agreement.

2.3.3. to **suspend or restrict** the User's access to the **services of the Site**, if the Administrator reasonably believes that the User is engaged in **illegal activities** and **violates the terms** of this Agreement.

2.4. The User has the right:

2.4.1. to **receive services** from the Administrator in accordance with this Agreement.

2.4.2. to **use the services** without interfering with or disrupting the work of the Administrator.

2.5. Privacy and Third-Party Requests

The Administrator does not disclose the User's **personal data** to third parties. If a request is made on behalf of another person, the Administrator requires **explicit written consent** from that person before proceeding with any service. **Failure to provide such consent** may result in **refusal to provide the service**.

3. THE PROCEDURE FOR MUTUAL SETTLEMENTS AND THE PROVISION OF SERVICES

3.1. The Administrator's **remuneration** is calculated based on the **cost** of a specific **service** indicated on the **Site** for each type of service. The **scope of services** depends on the product and **service package** purchased by the **User**.

3.2. The Administrator's remuneration is paid in the **currency** indicated on the **Site**.

3.3. Payment for the services of the Administrator is made using the **payment platforms** listed or provided on the Site.

3.4. The User's **full access** to the services is provided subject to **100% payment** of the Administrator's remuneration, in the manner specified in this Agreement, on the Site or otherwise communicated to the User.

3.5. The Administrator reserves the right to **cancel** the provision of services to the User **without a refund**, if Administrator has **reasonable suspicion** that the User **violates the rules** of this Agreement. Including but not limited to the **publication** by the User in the comments or otherwise content **prohibited** by this Agreement or applicable law, including comments containing language **inciting ethnic or national conflicts**, containing **obscene language** or otherwise **insulting** other Users, the Administrator, as well as third parties; the publication of **information that does not relate** to the subject of the service or the publication of **advertisement**.

3.6. The Administrator reserves the right to **cancel** the User's **access** to the services **without a refund**, if it is established that they **use or disseminate** the information received during the registration or term of service in their **personal account to third parties or publicly**. The use of information and materials is allowed only for the **personal use** of the User. The User's access to the provision of services is provided for **no more than one User** for each individual access.

3.7. When a **third party** submits a **payment** for the Services on behalf of the User, the person or legal entity making such a payment should contact the Administrator directly to conclude the relevant **Agreement or invoice-contract** in paper form.

3.8. There are **no refunds** for the following services: **Basic Consultation. We'll Handle it for You, Exam Preparation, Salon Opening Consultation, Instructor's Courses Opening Webinar, Instruction for Permanent Makeup Artists, Instruction for Laser Hair Removal Specialists, Massage Therapist Permit Instruction, Bulletin Board Service.**

3.9. A **full refund is only available within 48 hours of payment**. After this period, if the User withdraws from the service **after the consultation has begun and the documents have been reviewed**, but **before they have been submitted to the relevant authorities**, a **partial refund of 50%** of the full service price **may be issued**. The final decision regarding any refund remains at the **sole discretion of the Administrator**.

3.10. In the event that the relevant **authorities** (departments or board) **reject** the application of the User to get access to the exam based on the User's documents, and the only way to get the license is to go to an **American beauty college**, a **100% refund** may be granted at the **discretion of the Administrator**.

3.11. Access to the "Exam Preparation" service is granted for a period of one (1) year from the date of purchase. After the expiration of this period, **access can be**

extended upon request for an additional fee, the amount and terms of which shall be determined by the Administrator.

4. INTELLECTUAL PROPERTY

4.1. Grant of License: The Administrator grants the User a **non-exclusive, non-transferable, revocable license** to access and use the **services and content** provided on the Site **strictly in accordance** with the terms of this Agreement.

4.2. Ownership and Restrictions: All **rights, title, and interest** in and to the **services and content** available on the Site, including but not limited to any **text, graphics, images, logos, trademarks**, etc., are owned by the Administrator or its licensors and are protected under **intellectual property laws**.

4.3. Prohibited Uses: The User agrees **not to copy, modify, create derivative works**, or otherwise use the content **without prior written consent** from the Administrator.

4.4. User-Generated Content: The User retains rights to their content but grants the Administrator a **perpetual, non-exclusive, royalty-free license** to use and display it as part of the Site.

4.5. Attribution: The Administrator may **attribute** content to the User when used.

4.6. No Transfer of Ownership: There is **no transfer of ownership** of any intellectual property under this Agreement.

4.7. Protection of Intellectual Property: The User agrees to **respect intellectual property rights**, and any **violation** may result in **legal action** and **termination** of access.

5. LIABILITY OF THE PARTIES

5.1. All information materials are the **intellectual property** of the Administrator or licensed third parties. **Unauthorized use** may lead to **termination of services** and a **fine of \$20,000** per violation.

5.2. The Administrator is **not liable** for unmet expectations or technical issues but will work to **minimize interruptions**.

5.3. Liability is limited to the **amount paid** for the specific service.

6. FORCE MAJEURE

6.1. Definition: "Force Majeure" refers to any event **beyond the reasonable control** of either **Party**, which **prevents** a Party from complying with any of its **obligations** under this **Agreement**, including but not limited to **acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages** of transportation facilities, fuel, energy, labor or materials.

6.2. Notification: If a Party is **affected** by a Force Majeure event, it shall **promptly notify** the other Party **in writing** of the **nature and extent** of the event causing its **failure or delay in performance**.

6.3. Suspension of Duties: Upon occurrence of a **Force Majeure** event, the **non-performing Party** is **excused from any further performance or observance** of the obligation(s) affected by such event for as long as such event continues, and the Party has acted **diligently to mitigate the effects** of the event to the extent within their control.

6.4. Mitigation and Right to Terminate: Both Parties shall use all **reasonable endeavors to mitigate** the effect of the Force Majeure event upon performance of their respective obligations under this Agreement. If the Force Majeure event **prevails for a continuous period** of more than **three (3) months**, either Party may **terminate** this Agreement with **immediate effect upon written notice** and **without any liability** other than a **refund of services previously paid for and not delivered**.

6.5. Dispute Resolution: If there is a **dispute** as to whether an event qualifies as a **Force Majeure** event under this Agreement, the **dispute shall be resolved** in accordance with the **dispute resolution procedure** outlined in this Agreement.

7. DISPUTE RESOLUTION

7.1. Mandatory Arbitration: Any **disputes, claims, or controversies** arising out of or relating to this **Agreement, its breach, termination, enforcement, interpretation, or validity**, including the determination of the **scope or applicability** of this Agreement to **arbitrate**, shall be determined by **arbitration** in **New York, NY**, before **one arbitrator**.

7.2. Governing Rules: The **arbitration** shall be administered by the **American Arbitration Association (AAA)** pursuant to its **Commercial Arbitration Rules** and the **Supplementary Procedures for Consumer Related Disputes**. The award rendered by the arbitrator shall include **costs of arbitration, reasonable attorneys' fees, and reasonable costs for experts and other witnesses**.

7.3. Law and Venue: **Arbitration must be conducted** in **New York, NY**, and any **court with jurisdiction** thereof may enter **judgment on the arbitration award**. The Parties agree that the arbitration shall be governed by the **laws of the State of New York**.

7.4. No Class Actions: The User agrees that any **arbitration** will be conducted in their **individual capacity only** and **not as a class action** or other **representative action**, and the User expressly **waives** their right to **file a class action** or **seek relief on a class basis**.

7.5. Confidentiality: The Parties agree to **maintain the confidentiality** of the **arbitration proceedings** and all related documents, including but not limited to the **award**, except as may be necessary to prepare for or conduct the **arbitration hearing**

on the merits, or as may be necessary in connection with a **court application for a preliminary remedy, or confirmation of an award or its enforcement**, or unless otherwise **required by law or judicial decision**.

7.6. Exceptions to Arbitration: Claims for injunctive or equitable relief or claims regarding **intellectual property rights** may be brought in a **competent court** without the necessity of posting bond and shall **not be subject to this arbitration agreement**.

7.7. Right to Opt-Out: The User has the **right to opt-out** of the **arbitration and class action waiver provisions** set forth above by sending **written notice** of their decision to opt-out to the **Administrator's address** listed in the Agreement within **thirty (10) days** of agreeing to these terms.

8. TERMINATION OF THE CONTRACT

8.1. The Agreement can be **terminated** by **mutual consent** or **unilaterally** by the **Administrator** in case of **User violations**.

8.2. The Administrator has the **right to terminate** this Agreement and terminate the **User's access to the services of the Site unilaterally at any time and for any reason** at its discretion, as well as in case of **violation** by the User of any of the **conditions** specified in this Agreement.

9. OTHER CONDITIONS

9.1. The User **confirms agreement** with this contract and the **personal data processing policy** upon **payment for services**.

9.2. The User **guarantees** that he has the **technical ability** to use the services of the Administrator.

9.3. The possibility of **transferring the date** of the provision of services at the **request** of one of the parties is at the **sole discretion** of the Administrator.

9.4. The Administrator's **site** may contain **links** to other **Internet resources**. By accepting the Offer, the User agrees that the Administrator is **not responsible** for the **availability** of these resources and their **content**, as well as for any **consequences** associated with the use of the content of these resources.

9.5. The Parties acknowledge that if any of the **provisions** of the Agreement becomes **invalid** during the term of its validity due to **changes in legislation**, or upon **court order** or determination by the **arbitral tribunal**, the **remaining provisions** of the Agreement are **binding** on the Parties.

9.6. By accepting this Agreement, the User confirms that he has **read and agrees** with the **personal data processing policy** posted on the Site.

9.7. By accepting the terms of this Agreement, the User **expresses his consent** to **receive information** about all other **Services**, access to participation in which is given

by the Administrator, regardless of the term of this Agreement, provided that such **consent can be revoked** by the User at any time by **sending a corresponding request** to the Administrator.

9.8. Everything that is **not regulated** by the provisions of this Agreement and the **rules posted** on the Site regarding each service is permitted by using the **norms of the current legislation**.

9.9. Data Retention and Deletion

The Administrator **retains** the User's **personal data** only for the period **necessary** to provide the **agreed-upon services**. After the **completion** of the service, all **personal data** related to the User's case will be **securely deleted**, except when **retention is required** by **applicable law** or for **record-keeping purposes** necessary for **regulatory compliance**.

9.10. By **using the services** or **making a payment**, the User **confirms** that they have **read, understood, and agree** to the **terms and conditions** of this Agreement.

10. ADMINISTRATOR DETAILS

Kristina Gasenko Consulting LLC

<https://kglicense.soholms.com/>

<https://kglicense.com>

Email: info@kglicense.com