

## HHCIC Membership Agreement

*Last updated: January 6, 2019*

This Membership Agreement (“Agreement”) is entered into between Promo Trainers LLC – Healthy Hands Cooking (“HHC”), and YOU (“Instructor”), and is effective as of Instructor’s date of enrollment in the Healthy Hands Cooking Instructor Community (“HHCIC”). Instructor is referred to singularly as a “Party” and collectively as the “Parties.”

HHC owns the HHC IP (Intellectual Property) and uses the HHC IP in connection with educational services in the field of nutrition and healthy cooking (“Services”). Instructor has completed an official HHC Certified instructor training program and desires to become an HHCIC member and make use of the HHC IP. HHCIC membership is open only to HHC Certified Instructors. A business, organization, company or other entity cannot be an HHCIC member.

As a Healthy Hands Cooking Certified Instructor, Instructor must maintain a valid and up-to-date Food Handling Safety certificate, Food Allergy Course, and national Criminal/Sex Offender background check.

In consideration of the foregoing, the mutual promises set forth below, and Party’s subscription to the HHCIC program, the Parties agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms have the following meanings:

**1.1. Initial Term & Term.** The initial term is for a period to be set by HHC and shall begin at the Instructor HHCIC membership enrollment date. The Initial Term is for one year. Following the Initial Term, the Agreement renews when Party renews annual access of HHCIC, for indefinite successive one-year periods upon annual renewal date, unless HHC terminates the Agreement or Instructor cancels his/her membership pursuant to HHC’s cancellation policy (“Term”).

**1.2. HHC Marks, Specialty Marks, Copyrights and IP.** Means certain word trademarks, logos, service marks, materials and information owned by HHC, including Healthy Hands Cooking ® and/or incorporating HHCIC materials or postings from/in the “Healthy Hands Cooking FB Instructor Community”. Materials includes any/all materials used in an HHC class, demonstration, camp, party or other event that contains any/all HHC Intellectual Property; in full or in part.

**1.8. HHC Related Parties.** Means HHC’s affiliates, subsidiaries, related companies, employees, directors, officers, agents, representatives, vendors and suppliers.

**2. Grant of Use.** HHC grants each individual Party, who is an active member of the

HHCIC in good standing, the limited, nonexclusive, nontransferable, revocable use, without warranty, (i) to use the HHC Marks and copyrighted materials to promote, market, and teach Instructor's HHC classes and approved events, and to use the HHC Marks to identify Instructor as an HHC member; and (ii) following completion of a specialty training, to use the HHC Specialty Marks associated with that specialty ("Specialty Mark") (e.g., following the completion of HHC Certified Instructor Training, Party may use the HHC instructor mark to identify that they are an HHC Certified Instructor). Certified Instructors who partner together must each obtain their own HHC certification, may choose to share a back office under one account after written approval from HHC, and both parties must also remain active members in good standing.

**2.1 a.** HHC Specialty Marks must be used when marketing an HHC class, demonstration, camp, party or any other event that contains any/all HHC Intellectual Property; in full or in part. This is to identify to the consumer that the service is an HHC offering under the instructor's business name. HHC materials may not be altered in any way but can be used in any combination to create unlimited and unique instructor service offerings. An instructor's company name may include the Certified Instructor HHC specialty mark on Instructor's personal business marketing items such as business cards.

**2.1b. Territory.** The Use and Specialty Marks are not valid in any country to which the U.S. restricts trade or where exercising rights hereunder would violate any law, regulation or ordinance.

**2.2. Affiliation.** All uses of the HHC IP must be made in accordance with this Agreement and cannot imply an affiliation with any third party, including an implied affiliation with any brand, organization or company, and/or with any individual not licensed hereunder. Where Instructor wishes to use the name, logo or marks of a third party in connection with the HHC IP, Instructor must obtain HHC's prior written approval. Notwithstanding the foregoing, Instructor may not use the business name or trade name of Healthy Hands Cooking or HHC in any personal naming convention such as a private website, social media page, instructor business name, email address, or website URL.

**2.3. Disparagement.** Instructor must not make any unsavory remarks or comments and/or create any materials or content that HHC determines, in its discretion, dilutes, disparages, or is detrimental to the HHC IP, the HHC brand or the goodwill associated therewith. Instructor agrees to promptly comply with any instructions from HHC, including the removal, deletion or withdrawal of such remarks, content or materials.

**2.4. Ownership of the HHC IP.** HHC owns all right, title and interest in the HHC IP and Instructor must not take any action inconsistent with HHC's ownership thereof. Instructor's use of the HHC IP inures to the sole benefit of and is on behalf of HHC. In that regard, HHC shall own all live performance copyright rights in and to any HHC classes or events taught by Instructor, including any copyright rights in the filming, recording, streaming, uploading or reproduction of such classes or events. Nothing in this Agreement gives Instructor any right, title or interest in the HHC IP other than the right to use the HHC IP as permitted herein. Instructor must not contest HHC's

ownership of the HHC IP, the validity or enforceability of the HHC IP, or the validity of this Agreement. Instructor must not register or attempt to register any trademark, service mark, logo, copyright, trade name or business name that incorporates “Healthy Hands Cooking”, “HHC”, or the Marks, or any derivations thereof, nor can Instructor assist any party in doing so.

**3. Fees.** Instructor must pay HHC a subscription and administrative fee in an amount to be set by HHC (“Fee”), each and every year during the Initial Term and renewal Term. The Fees are subject to change at HHC’s discretion. HHC reserves the right to establish, revise, modify or amend its billing practices, methods and fees, including its collection practices, payment practices, and fees for content or services provided on its website(s). Instructor agrees to accept notice of any changes by way of the changes posted on [healthyhandscooking.com](http://healthyhandscooking.com). Instructor’s failure to make timely payments due hereunder is a material breach permitting HHC to terminate this Agreement.

**4. Proper Use of the Marks.** Instructor must (i) use the Marks and Logos only in the forms shown in the HHCIC instructor membership zone under marketing tools/logos and images including adhering to the colors, fonts, stylization, proportionality and other elements of the Marks; (ii) use the appropriate trademark symbol (® or ™) with each use of a Mark;

**4.1. Under Use Language.** Instructor may use the following “used under member rights” language on all materials, printed or electronic, which bear the Marks:

**Healthy Hands Cooking® and the HHC logos and trademarks are used by permission by Healthy Hands Cooking.**

**4.2. Quality Standards.** The nature and quality of Instructor’s marketing and services using the Marks must conform to the standards set by HHC (i) in the instructor training courses and manuals; (ii) at [healthyhandscooking.com](http://healthyhandscooking.com); and (iii) in this Agreement. Instructor must cooperate with HHC in facilitating HHC’s control over the nature and quality of Instructor’s marketing and services, to permit observation of Instructor’s HHC classes or approved events, to promptly comply with all instructions from HHC, and to supply HHC with evidence confirming compliance with this Agreement.

**4.3. Compliance With Laws.** Instructor must comply with all applicable laws, regulations and ordinances in the country, state and locality in which Instructor teaches HHC classes and approved events and obtain all appropriate government approvals pertaining to marketing, advertising, or providing Instructor’s services, including any requirements for the instruction of children or adults.

**4.4. Promotional materials.** Instructor must use the Marks on flyers, posters, emails and other printed and digital materials whose purpose is to promote HHC classes, parties, camps, demos, and any events that use the HHC IP; in whole or in part Instructors may create their own marketing materials such as flyers, websites, business cards, social media images, etc., but must be approved by HHC in writing when using the HHC marks. Email [support@healthyhandscooking.com](mailto:support@healthyhandscooking.com) for review prior to printing or publication.

**4.5. Email addresses.** Instructor may not use “HHC” or “Healthy Hands Cooking” as part of an email address.

**4.6. Domain Names.** Instructor may not use “Healthy Hands Cooking” or “HHC” or any of the HHC Specialty Marks as part of Instructor’s domain name unless it is part of the domain name provided by HHC as part of the HHCIC membership.

**4.7. Internet Uses.** Instructor may use the Marks on a website, including blogs and social media sites, where Instructor uses the Marks to promote Instructor’s HHC classes and events in accordance with this Agreement and under the following guidelines:

**(a) Trademark Notice.** Instructor must include the “powered by Healthy Hands Cooking” language on the home page of their HHC instructor provided website, which must reference all Marks used on the site.

**(b) Link to <http://healthyhandscooking.com>.** Instructor may, at their discretion, include a prominent hyperlink on their home page or their self-created websites, blogs, and social media accounts to [healthyhandscooking.com](http://healthyhandscooking.com).

**(c) Ownership.** Instructor may identify his/her self as the owner of Instructor’s self-created website.

**(e) Adwords/Keywords.** Instructor must not use any Marks as AdWords, paid search, keywords or otherwise for search engine optimization and/or for creating “sponsored links”.

**(f) Social Media Titles.** Instructor must include his/her name in the title of any social media page(s) incorporating the Marks. This Section applies to social media pages created and/or used for events. Any Instructor Facebook page created on or before December 15, 2011 is exempt from this Section. Such exemption requires that Instructor list in the “About Me Section” Instructor’s legal name, as it appears on [healthyhandscooking.com](http://healthyhandscooking.com), and a link to his/her profile. This exception does not affect any other provision of the Agreement.

**4.8. Radio, Television and News Coverage.** Instructor may use the Marks on radio or television without HHC’s prior approval. Instructor may promote Instructor’s HHC classes or approved events through live or print news coverage, or through mainstream news organizations or print publishers. In the event of such promotion, Instructor must inform the news organization or publisher of HHC’s brand use guidelines. With respect to live news coverage, such coverage must not include more than ten minutes of an HHC class, approved event or HHC routine without HHC’s prior approval. In the event Instructor is aware of the coverage, Instructor must notify HHC by email [support@healthyhandscooking.com](mailto:support@healthyhandscooking.com). In the event Instructor is not aware of the coverage in advance, Instructor must promptly notify HHC after the coverage and, when possible, provide a copy of the article, footage, and link to coverage.

**4.9. Re-Sale of Products Purchased from HHC Store.** Instructor may use the Marks in connection with the resale of genuine HHC products purchased from HHC or an authorized distributor, so long as such sales are subordinate to Instructor's HHC classes or approved events. Instructor may resell original HHC products on online trade boards but may not resell products within the private instructor Facebook support group. Except as may be provided for in a separate agreement, Instructor may not sell HHC products outside of the territory where those products were purchased (e.g., products purchased in the U.S. must be resold in the U.S. and not sold outside the U.S.).

**4.10. Charitable Fund Raising Services/Other Events.** With HHC's prior approval, Instructor may conduct HHC classes or events in connection with fund raising activities for charitable or other worthy causes. Such events can be identified under the name Healthy Hands Cooking®. Activities using the HHC mark must be conducted in accordance with applicable laws. Instructor is responsible for the handling of and proper disbursement of all fundraising related to the event. HHC reserves the right to prohibit Instructor from using the HHC mark, and/or the other Marks, in connection with any fundraising activities that HHC determines, in its discretion, is in conflict with this Agreement or is inconsistent with HHC's business objectives or interests. Instructor is prohibited from using. For permission to host a charitable event or other event using the Marks, including the HHC mark, Instructor must submit an approval request to [support@healthyhandscooking.com](mailto:support@healthyhandscooking.com)

**4.11. Trade Shows/College Classes.** With HHC's prior approval, Instructor may conduct HHC classes at trade shows and in classes for college credit. An approval request must be submitted fourteen days in advance to [support@healthyhandscooking.com](mailto:support@healthyhandscooking.com). Whenever Instructor participates in or conducts such trade shows or classes, Instructor's name must be listed in any promotional materials. Instructor must not participate in any class using the Marks if any other class-teaching participant is not an HHCIC member.

**5. Restricted Use of the Marks & HHC IP.** HHC may use, or permit others to use, the HHC IP in connection with various goods and services. Instructor must not use the HHC IP for purposes of promoting any workshop, training, instruction, cooking session, or other activity except Instructor's own HHC classes or approved events. Instructor must not use any HHC IP to identify a partner facility, business or trade name, or any other facility, program or product, except as authorized herein, without HHC's prior approval. HHC reserves the right to demand immediate removal of any content posted on the Internet and/or used by Instructor that violates HHC's rights in the HHC IP.

**5.1. Never Modify the Marks.** Instructor must use the Marks in accordance with the terms of this Agreement and refrain from modifying the Marks (e.g., Instructor must not (i) refer to a class as, for example, "HHC Core", "HHC Kiddies Cooking" or "HHC Veggie Warriors"; etc., or (ii) change the spelling of the Marks, such as, for example, using the phrases "HHC 8-Hour Core Cooking Program" or "HHC Sprouts Preschool

Class”). HHC Class names must follow the names listed at on the instructor class scheduler located in the HHCIC membership area.

**5.2. Never Use the Marks in Business or Trade Names.** Instructor must not use the Marks in the name of a personal business or trade name including, for example, “HHC Club”, “Healthy Hands Cooking Club”, “HHC Culinary Studio”, “HHC Cooking Center”, etc.

**5.3. Never Use the Marks as Verbs or Nouns.** Instructor must not use the Marks as nouns or verbs including, for example, “I Love to HHC”, “Once you HHC, you’ll be hooked”. Instructor must always use the Marks as adjectives including, for example, “I Love the Healthy Hands Cooking® program”, “Once you attend a Healthy Hands Cooking® class, you’ll be hooked” or “My school offers HHC® classes.”

**5.4. Use of the Marks as Titles to Newsletters or Publications.** Instructor may use the Marks, in whole, as titles for print, digital newsletters, or publications.

**5.5. Merchandise.** Instructor must not manufacture, create, offer for sale, sell or distribute any merchandise, including recipes, nutrition plans, books, CDs, DVDs or promotional items, bearing the HHC IP or any names, designs or logos similar to the Marks. Notwithstanding the foregoing, Instructor may modify or repurpose official HHC products for Instructor’s personal use. Modification and repurposing includes, for example, cutting or altering an official HHC product from its intended use and form into a different use or form. Permitted modification and repurposing expressly excludes the application or combination of any HHC product or portion thereof, whether bearing the Marks or not, to any other non-HHC merchandise or products. Instructor must not offer for sale, sell, or distribute modified or repurposed HHC products.

**5.6. HHC Materials.** Instructor must not copy, duplicate, sell, translate, distribute, upload, stream or otherwise disseminate any HHC materials, such as welcome kits, or their contents; training manuals; recipes, nutrition games, CDs and DVDs. In the event of termination or cancellation of this Agreement, Instructor must retain Instructor’s HHCIC materials for personal home use only, or destroy them, or return them to HHC.

**5.7. Videos/Recording.** Instructor must not film, record, stream live video, create DVDs or reproduce in any manner HHC classes, or otherwise imitate HHC/HHCIC cooking classes. HHC videos, CDs and DVDs are fully protected under U.S. copyright laws, and any unauthorized duplication, exhibition, distribution or use without HHC’s prior approval is prohibited.

**5.8. Mobile Applications.** Instructor must not use the HHC IP in connection with a mobile application, including in the title, icon and content of the application.

**5.9. Program Names.** Instructor must not alter the HHC category program names or create his/her own program names (e.g., A Taste of HHC Class cannot be called "Quick Taste Class"). Individual HHC Class names may be modified by the instructor in the HHCIC class scheduler. For example, an instructor can change the name of Thatsa Pasta to Italian Night or other desired name.

**6. Termination.** HHC may immediately terminate this Agreement and Instructor's HHCIC membership at any time, with or without cause, by giving Instructor written notice. Upon termination without cause, any annual Fee paid will be prorated for months remaining since annual fee paid and will be returned to Instructor.

**6.1. For Cause.** HHC has the right to terminate this Agreement upon written notice in the event Instructor breaches this Agreement or as a result of any action or conduct by Instructor that HHC deems detrimental to the HHC IP, the HHC brand or the goodwill associated therewith. HHC may, in its discretion, provide Instructor with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid but not used will not be returned to Instructor.

**6.2. Effect of Termination.** Upon termination, Instructor must immediately (i) discontinue use of the HHC IP, including in any websites or email addresses used by Instructor; and (ii) comply with this Agreement concerning HHCIC materials. All rights in the HHC IP and the goodwill associated therewith remain the exclusive property of HHC.

**7. Cancellation by Instructor.** Instructor may cancel this Agreement at any time after the Initial Term subject to the terms, conditions and processes set forth by HHC. If Instructor cancels this Agreement prior to the expiration of the Initial Term, Instructor will not be refunded any portion of membership fee.

**8. Third-Party Infringement.** Instructor must promptly notify HHC of any unauthorized use of the HHC IP by a third party for which Instructor becomes aware. HHC has the sole right and discretion to take action, including bringing action involving the HHC IP and retaining the proceeds of any settlement or recovery in such action. Instructor agrees to cooperate with HHC in enforcing and protecting the HHC IP.

## **9. Interpretation & Enforcement.**

**Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to non-binding arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Columbia, SC, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of South Carolina to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration

with any claim or controversy of any other party. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

This agreement is subject to the provisions of the South Carolina uniform arbitration act -- S.C. Code Ann. 15-48-10, et seq. This Agreement will be construed, interpreted and enforced according to South Carolina law, without regard to the law relating to conflict and choice of laws.

Any legal action arising from or relating to this Agreement must be brought in a state or federal court located in Richland County, South Carolina. The Parties waive any challenge to personal jurisdiction or venue in those courts. The prevailing Party in any such action is entitled to recover its attorneys' fees and costs. The Parties expressly waive the right to a jury trial in any action relating to this Agreement. Any judgment by a court under this Section is fully enforceable in Instructor's location of residence.

**Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to the Services must be commenced within one year after the cause of action accrues.

**10. Acceptance of and Modifications to Agreement.** Payment of the Fee pursuant to this Agreement and/or completing the click-through process required to accept this Agreement shall be effective as an original signature and constitutes Instructor's acceptance to the terms hereof. Instructor acknowledges that he/she has read and understands this Agreement in its entirety and that this Agreement may be modified at HHC's discretion. Such changes may be effected by HHC's posting of a change notice or new agreement on [healthyhandscooking.com](http://healthyhandscooking.com). Such modified terms are deemed incorporated herein and made part hereof. HHC will make commercially reasonable efforts to notify Instructor of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that HHC has posted the changes on [healthyhandscooking.com](http://healthyhandscooking.com). In the event Instructor does not agree to abide by the terms of the Agreement, as modified, Instructor's sole remedy is to terminate this Agreement. Instructor must monitor [healthyhandscooking.com](http://healthyhandscooking.com) for changes to this Agreement.

**11. Parties' Relationship.** The Parties' relationship is that of membership provider and membership user. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties, nor shall HHC be deemed to be acting in a fiduciary capacity with respect to Instructor. Instructor has no authority to make or accept any offers or representations on behalf of HHC or to act for or bind HHC in any manner. Instructor must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the Parties' relationship.

**12. Disclaimer & Limitation of Liability.** HHC makes no representations or warranties, express or implied, with respect to HHCIC, the HHC Services, or any HHC-related products, including warranties of health, merchantability or non-infringement. Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will HHC or the HHC Related Parties be liable to Instructor or any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of HHC has been advised of or should have known of the possibility of such damages. HHC makes no representation that the operation of HHC's website(s) will be uninterrupted or error-free. HHC is not liable for the consequences of any interruptions or errors, although HHC will make commercially reasonable efforts to correct errors or interruptions.

**13. Indemnification.** Instructor agrees to indemnify, defend and hold harmless HHC and the HHC Related Parties from any and all losses, liabilities, damages and expenses (including attorneys' fees and costs) as a result of any claims, demands, actions or other proceedings made or instituted by a third party which arises out of any (i) criminal and/or negligent acts of Instructor; (ii) breach by Instructor of this Agreement; or (ii) other act or omission of Instructor.

**14. Nature of Services.** HHC classes or events may not be safe or appropriate for everyone. Any information HHC may provide to Instructor through an HHC training, in HHC materials, or on HHC's website(s) regarding health and nutrition is intended solely as educational aids and are not substitutes for medical advice. Instructor must ensure that he/she complies with all applicable laws, regulations and ordinances governing the instruction of children in the country, state and locality where Instructor teaches. HHC and the HHC Related Parties assume no responsibility for any consequence relating directly or indirectly from any action or inaction of Instructor based on the information, services, or other material provided by HHC. While HHC strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, HHC and the HHC Related Parties do not guarantee, and will not be responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Instructor releases from liability, and holds harmless HHC and the HHC Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting from Instructor's provision of the Services. If Instructor is injured providing the Services, Instructor assumes any financial obligations for any medical costs Instructor may incur. HHC assumes no responsibility for any medical expenses, injury, or damages suffered by Instructor, or Instructor's students, in connection with the provision of the Services.

**15. Notices.** Any notice, request, demand or other communication given hereunder may be given to a Party at the addresses set forth below. Any notice or request hereunder must be given by registered or certified mail, return receipt requested; courier; or, e-mail.

If to HHC: E-mail: [support@healthyhandscooking.com](mailto:support@healthyhandscooking.com)

If to Instructor: To the email address on Instructor's HHCIC registration or on his/her profile page.

**16. No Waiver & Reservation of Rights.** HHC's failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or other provisions hereof. HHC reserves all rights not granted herein. To submit questions regarding this Agreement please visit the Contact Us page on [healthyhandscooking.com](http://healthyhandscooking.com).