SPECTRA · LASH

Certified Artist Agreement

Version 1.6 - September 2026 · English master version

Contract ID · Issued

Spectra Beauty BV, trading as “Spectra Lash” · Frankrijklei 5/4.01, 2000 Antwerp, Belgium · KBO BE 1033.534.901

This Certified Artist Agreement (the “Agreement”) is entered into between:

Spectra Beauty BV, a company incorporated under Belgian law with registered office at Frankrijklei 5/4.01, 2000 Antwerp, Belgium, registered under company number BE 1033.534.901 (hereinafter “Spectra” or “we”);

and

The **Certified Artist** (hereinafter “Artist” or “you”), as identified in the registration form below.

Article 1 — Purpose, Eligibility and Incorporated Documents

1.1 This Agreement governs the relationship between Spectra and the Artist with respect to the subscription services, certification, use of the UV LED Device (provided on loan under the Professional Tier), and participation in the Certified Artists Map.

1.2 **Eligibility.** This Agreement is available to individuals and entities professionally active as lash artists. A business registration number is not required, but may be provided; a valid intra-community VAT number may be provided and is used for reverse-charge invoicing where applicable. Spectra reserves the right to verify the information provided and to refuse or terminate this Agreement where professional use cannot be established.

1.3 **Incorporated documents.** This Agreement incorporates by reference the Terms and Conditions, Privacy Notice, Shipping Policy and Return & Refund Policy available at spectralashes.eu. In the event of conflict, this Agreement prevails. For the avoidance of doubt, products purchased separately on a one-time basis — including the Setup Kit and the in-person Masterclasses — confer outright ownership of any UV LED curing lamp included therein upon delivery and are governed by the Terms and Conditions and Return & Refund Policy, and not by the device provisions of this Agreement.

Article 2 — Artist Registration Data

By signing this Agreement, the Artist provides the following information:

Field	Value
Full name	
Business name	

Business registration number (optional)

VAT number (optional)

Country of establishment

Delivery address

Email address

Phone number

Weekly lash sets (estimated)

Selected subscription tier

Monthly membership fee

Article 3 — Subscription Activation, Pricing and Starter Kit

3.1 **Tier Selection and First Payment.** At signup, the Artist selects either the Essential Tier or the Professional Tier and pays the first monthly subscription fee. The subscription is active from the date of payment.

3.2 **Pricing.** The Artist's selected membership is at per month. Stated fees are inclusive of VAT and of standard shipping within the European Union.

VAT is accounted for in accordance with applicable EU VAT rules. Where the Artist provides a valid intra-Community VAT number, the supply is invoiced under the reverse-charge regime and the corresponding VAT-exclusive amount applies. Otherwise, the One-Stop-Shop (OSS) regime applies and the VAT included in the stated price corresponds to the rate applicable in the Artist's country of establishment.

Members who activated a subscription under a previous version of this Agreement retain the pricing applicable under that version for the duration of their continuous active subscription, in accordance with the agreement they signed. A cancellation followed by reactivation is governed by the version in force at the time of reactivation.

3.3 **Starter Kit.** Following first payment and successful completion of the mandatory Spectra Lash Academy training, the Artist receives the items set out below, shipped free of charge.

Item	Essential Tier	Professional Tier
UV LED Device (loaned — see Article 5)	— (not included; bring your own)	1 unit (trade value €180)
Pink Power UV Adhesive (3 ml)	1 unit (first monthly delivery)	2 units
Pink Power Primer (3 ml)	1 unit (first monthly delivery)	2 units

The Professional Tier Starter Kit includes a UV LED Device provided on loan, which remains the property of Spectra Beauty BV until ownership transfers under Article 5. The Essential Tier does not include a UV LED Device: the Essential Artist supplies their own compatible UV LED curing lamp (395–405 nm, approximately one-second cure), typically obtained through the separately-purchased Setup Kit or a Masterclass. For the Essential Tier, the first monthly delivery consists of the consumables set

out above. The Pink Power UV Adhesive and the Pink Power Primer become the property of the Artist upon delivery.

3.4 **Pink Power Remover.** The Pink Power Remover (5 g) is not part of the Starter Kit. The first unit of Remover is included in the first monthly cycle delivery, which is shipped following the second monthly subscription payment.

3.5 **Consideration and Non-Refundability of the First Payment.** The first monthly subscription fee constitutes consideration for (i) the first month of access to the Spectra subscription service and the Spectra Lash Academy training and certification, (ii) the consumable items transferred to the Artist as set out in Article 3.3, and (iii) for the Professional Tier, the provision of the loaned UV LED Device. The Artist expressly acknowledges that the aggregate value delivered on first payment substantially exceeds the first monthly subscription fee. The first monthly subscription fee is non-refundable. For the Professional Tier, the Artist's right to cancel the subscription and to return or retain the UV LED Device is governed exclusively by Article 5, which applies from the date of first payment. For the Essential Tier, cancellation is a clean cessation of billing with no device obligations.

3.6 **Continuous Subscription.** The subscription continues automatically each month until cancelled in accordance with Article 5 (Professional Tier) or until billing is stopped (Essential Tier). The next monthly fee is charged on the billing date corresponding to the activation anniversary.

Article 4 — Subscription Terms

4.1 The subscription is a continuous monthly service, billed in advance. Pausing, cancellation and tier-change procedures are described in the Terms and Conditions and in the customer portal.

4.2 The Artist acknowledges having read and understood the Terms and Conditions prior to signing this Agreement.

Article 5 — UV LED Device (Professional Tier): Loan, Easy Exit and Buy-Out

5.1 **Scope.** This Article applies exclusively to the Professional Tier, under which Spectra provides a UV LED Device (the "Device") on loan. The Essential Tier includes no Device; accordingly, no Subscription Ownership Period, Buy-Out Fee, return obligation, inspection fee, or damage, loss or non-return liability arises under the Essential Tier, and cancellation of an Essential subscription is a clean cessation of billing.

5.2 **Title Retention.** Until the Subscription Ownership Period defined in Article 5.3 is completed, or until the Buy-Out Fee under Article 5.8 is paid in full, the Device is provided on loan and remains the exclusive property of Spectra Beauty BV.

5.3 **Subscription Ownership Period.** Full ownership of the Device transfers to the Artist after twelve (12) consecutive months of active Professional subscription. Paused months do not count towards the Subscription Ownership Period. For clarity, each paused month extends the moment of ownership

transfer by one month; the Device becomes the Artist's property only once twelve (12) active subscription months have been completed.

5.4 During the Subscription Ownership Period, the Artist may not sell, lease, rent, pledge, modify or transfer the Device to third parties.

5.5 Upon completion of the Subscription Ownership Period, full ownership of the Device transfers automatically to the Artist at no additional cost. Spectra issues a written transfer-of-ownership confirmation upon request.

5.6 **Replacement of a Defective Device.** While the loaned Device is in service, if it ceases to function through no fault of the Artist, Spectra will provide a replacement loaner Device of equivalent value, with a target dispatch within twenty-four (24) hours of the Artist reporting the failure. The Artist returns the failed unit to Spectra. A replacement Device does not reset or extend the Subscription Ownership Period, which continues uninterrupted. Damage, misuse, loss and unauthorised repair are excluded from this provision and are governed by Article 5.11.

5.7 **Easy Exit.** The Artist may cancel the subscription at any time, including during the first month, without justification. Upon cancellation, the Artist returns the Device in functional, undamaged condition and complete original packaging within fourteen (14) days from the date of cancellation. Upon receipt and inspection by Spectra, this Agreement terminates against payment of a flat inspection and refurbishment fee of €25, which is invoiced together with the final monthly subscription fee. Return shipping is at the Artist's expense. For the avoidance of doubt: monthly subscription fees already paid (including the first monthly subscription fee) are not refunded under Easy Exit.

5.8 **Buy-Out.** As an alternative to return under Article 5.7, the Artist may elect to retain the Device by paying the Buy-Out Fee. This fee compensates Spectra for the trade value of the Device (€180), the training and certification provided, and the onboarding costs incurred. Payment of the Buy-Out Fee transfers full ownership of the Device to the Artist immediately upon receipt of payment. No inspection fee applies in case of Buy-Out.

5.9 The Buy-Out Fee is determined by the number of completed and fully paid subscription months at the moment of cancellation:

Completed paid months	**Buy-Out Fee (Professional Tier)**
0 – 3	€ 180
4 – 7	€ 120
8 – 11	€ 60
12 +	€ 0 - ownership transfers automatically, no fee

5.10 The Buy-Out Fee is invoiced together with the final monthly subscription fee and is payable within fourteen (14) days of invoice date. The Parties expressly agree that the Buy-Out Fee constitutes a reasonable, lump-sum compensation under Article 5.88 of the Belgian Civil Code (forfaitair schadebeding) and is not a penalty clause. The Parties further acknowledge that the Buy-Out Fee at completed months 0–3 corresponds to the trade value of the UV LED Device (€180) and is therefore inherently proportionate.

5.11 **Damage, Loss or Non-Return.** Where any of the following occurs: (a) the Artist fails to return the Device under Article 5.7 within thirty (30) days of cancellation; (b) the Artist fails to pay the Buy-Out Fee under Article 5.8 within thirty (30) days of invoice; (c) the Device is returned damaged, incomplete, or non-functional beyond reasonable wear; or (d) the Device is reported lost or destroyed during the Subscription Ownership Period, then the Buy-Out Fee corresponding to the cancellation date as set out in Article 5.9 becomes immediately due and payable in lieu of the inspection fee. The Artist authorises Spectra to charge this amount to the payment method on file pursuant to Article 8.3, without further authentication.

5.12 **Consumables.** Pink Power UV Adhesive, Pink Power Primer and Pink Power Remover (collectively, "Consumables") become the property of the Artist upon delivery. Consumables are non-returnable and non-refundable, save for defective or incorrect items handled in accordance with the Return & Refund Policy.

Article 6 — Certification and Training

6.1 Completion of the Spectra Lash Academy training and final assessment is a condition for activation of the subscription, listing on the Certified Artists Map and use of the Spectra Certified badge.

6.2 Access to the online Spectra Lash Academy and the training materials is conferred by any of the following: (a) an active subscription; (b) the six (6) month period following the Artist's most recent order or payment to Spectra, of any kind; or (c) a loyalty or courtesy grant made by Spectra at its sole discretion, which may include extended or lifetime access. An in-person Masterclass certification is a one-time qualification that does not lapse. The Spectra Certified badge and the Artist's listing on the Certified Artists Map remain conditioned on an active subscription and lapse automatically upon its termination.

Article 7 — Certified Artists Map

7.1 During the active subscription, the Artist is listed on the public Certified Artists Map (spectralashes.eu/en/artists) as a Spectra Certified Artist (glowing diamond pin).

7.2 The Artist is responsible for keeping listing data accurate and up to date through the customer portal. Spectra may remove listings that are inaccurate, abusive or non-compliant with the brand standards.

Article 8 — Invoicing, Payment and Authorisation

8.1 Invoices are issued by Spectra Beauty BV in accordance with Belgian VAT legislation. Stated monthly fees are inclusive of VAT. Where the Artist provides a valid intra-Community VAT number, invoices are issued under the reverse-charge regime and the corresponding VAT-exclusive amount applies. Otherwise, the One-Stop-Shop (OSS) regime applies and the VAT included in the stated price is that applicable in the Artist's country of establishment.

8.2 Payment is collected automatically through the payment method registered in the customer portal.

8.3 **Authorisation for Off-Session Charges.** By registering a payment method and signing this Agreement, the Artist expressly authorises Spectra Beauty BV to charge the registered payment method, without further authentication, for: (a) recurring monthly subscription fees; (b) the inspection fee under Article 5.7; (c) the Buy-Out Fee under Article 5.8; (d) any amounts due under Article 5.11 (Damage, Loss or Non-Return); and (e) any other amounts validly invoiced under this Agreement. The Artist acknowledges that only payment methods supporting recurring off-session collection — credit card, debit card, ShopPay, Apple Pay, Google Pay, or a SEPA Direct Debit mandate (domiciliëring) — are eligible to subscribe. Where the Artist pays by SEPA Direct Debit, the Artist provides a signed SEPA mandate bearing a unique mandate reference (UMR); Spectra gives advance notification of each collection (pre-notification) within the period required by the applicable SEPA rulebook, and the off-session charge authority set out in this Article extends to all collections made under that mandate.

Article 9 — Intellectual Property and Brand Use

9.1 All Spectra trademarks, logos, training materials, photographs and content remain the exclusive property of Spectra Beauty BV.

9.2 The Artist receives a personal, non-exclusive, non-transferable licence to access and use the training materials for personal professional use. This licence subsists for as long as the Artist enjoys Academy access under Article 6.2 (an active subscription, the six-month period following the most recent order or payment, or a discretionary grant by Spectra).

9.3 It is expressly prohibited to copy, share or distribute training materials, use Spectra branding without prior written permission, reverse-engineer or replicate product formulas, or use the Spectra certification badge after termination of the subscription.

Article 10 — Data Protection

10.1 Spectra processes personal data in accordance with the GDPR and the Privacy Notice available at spectralashes.eu/en/privacy.

10.2 The Artist consents to publication of name, business name, city and contact details on the Certified Artists Map for the duration of the subscription.

Article 11 — Professional Responsibilities

The Artist is responsible for:

- Performing patch tests on new clients
- Following the Spectra application protocol
- The safety of clients and compliance with local health and safety regulations
- Holding adequate professional liability insurance covering lash activities

- Holding the required professional qualifications and/or permits in accordance with the legislation of the Artist's country

Article 12 — Prohibited Use

The Artist agrees not to:

- Resell products to non-subscribers or third parties
- Create multiple accounts to circumvent purchase limits or applicable subscription pricing
- Use the services for unlawful purposes
- Modify, disassemble or repair the UV LED Device outside Spectra-authorised channels
- Impersonate another person or entity when using the services

Violation of this article may lead to immediate termination of the subscription and certification, without prejudice to Spectra's right to compensation and to the immediate enforcement of the Buy-Out Fee under Article 5.

Article 13 — Liability

13.1 Spectra is not liable for damage resulting from improper use, failure to follow training and application instructions, or client reactions.

13.2 Spectra's total liability is limited to the total subscription amount paid by the Artist in the past twelve (12) months.

13.3 Spectra is not liable for indirect, incidental, consequential or punitive damages.

Article 14 — Duration and Termination

14.1 This Agreement enters into force upon signature by the Artist and remains in effect for the duration of the subscription.

14.2 Cancellation of the subscription automatically terminates this Agreement, subject to the Easy Exit, Buy-Out and UV LED Device return obligations under Article 5 (Professional Tier).

14.3 Spectra may terminate this Agreement immediately in the cases set out in the Terms and Conditions and in Article 12.

Article 15 — Applicable Law and Disputes

15.1 This Agreement is governed by and interpreted in accordance with Belgian law.

15.2 Disputes arising from or relating to this Agreement are exclusively submitted to the Enterprise Court of Antwerp, Antwerp division.

Article 16 — Severability

If any provision of this Agreement is declared void, invalid or unenforceable, this does not affect the validity and enforceability of the remaining provisions.

Article 17 — Digital Signature

This Agreement may be signed electronically. The Artist acknowledges that an electronic signature has the same legal validity as a handwritten signature in accordance with Regulation (EU) No 910/2014 (eIDAS).

Article 18 — Language

18.1 This Agreement is executed in English, Dutch, French and Portuguese. The English version is the master version.

18.2 In the event of any discrepancy or interpretation issue between the language versions, the English version prevails, except where mandatory local law requires otherwise. In particular, for Artists established in France, the French version prevails to the extent required by French Law No. 94-665 of 4 August 1994 (Loi Toubon).

18.3 The Artist confirms having received the Agreement in the language of their choice and having had the opportunity to review and seek advice on each version prior to signature.