

## **USER AGREEMENT FOR DISTANCE TRAINING SERVICES**

Welcome to website (<https://animationclub.school>), online platform ([campus.animationclub.school](https://campus.animationclub.school) hereinafter referred to as the "Online platform") and service including (without limitation) all websites, mobile applications and other interactive properties through which the service is delivered (hereinafter collectively referred to as the "Website") that is owned by Individual Entrepreneur Kurchevsky Edward.

This User Agreement for Distance Training Services (hereinafter referred to as the "Terms of Use") is an official offer to any person or legal entity who has the legal capacity and the necessary authority to enter into a contract for the provision of services (hereinafter referred to as the "Services") on the terms defined in this Terms of Use.

### **1. Introduction**

1.1. Please read these Terms of Use and Privacy Policy carefully before you start using any section of our Website.

1.2. By using any section of the Website or by registering with us through the Website or paying for any services of the Website you are accepting all the terms and conditions described in these Terms of Use and our Privacy Policy.

1.3. If you do not agree to these Terms of Use, you may not use this Website. We reserve the right, at our sole discretion, to modify or amend these Terms of Use from time to time without notice. By accessing the Service at any time after such modifications, you are agreeing to such modifications. These Terms of Use were last modified as of April, 25 2023.

1.4. If the Terms of Use are translated into any other language it will be for information purposes only and in the event of any conflict between the translation and the English language version, the English language version shall prevail insofar as the mandatory provisions of any applicable laws or changings of the Terms of Use do not stipulate otherwise.

1.5. We reserve the right to refuse to provide the Services to any person for any reason and/or to discontinue the Services in whole or in part at any time, with or without prior notice.

### **2. Parties of the Terms of Use**

2.1. These Terms of Use set out the terms and conditions agreed between us, Edward Kurchevsky (Individual Entrepreneur operating under the laws of the France with Main State Registration Number of Individual Entrepreneur 91262799900010 (hereinafter referred to as "Animationclub.school" or "we" and through similar words such as "us," "our," etc. as applicable) and you, being the person or legal entity using our Website or who has registered with us through our Website or paying for any services of the Website (hereinafter referred to as "User", "you" or "your" as applicable).

### **3. Subject of the Terms of Use**

3.1. The subject of this Terms of Use is provision of fee-based distance services on the one hand and payment on the other hand.

3.2. Fee-based distance Services are understood as:

webinar - services organized by the Animationclub.school in the form of online meetings or presentations via the Internet in real time through your personal account in the Online platform;

video lessons – services organized by the Animationclub.school in the form of providing materials to you with or without the implementation of independent tasks by yourself through your personal account in the Online platform;

video materials – services organized by the Animationclub.school in the form of providing you with video materials through your personal account in the Online platform;

and others.

We may, at our sole discretion, change the form and content of any Services at any time.

3.3. Animationclub.school may engage any individuals and legal entities to ensure provision of quality Services hereunder.

#### **4. Account Terms**

4.1. Account – the User's personal account in the Online platform, provided to the User or the duration of the provision of Services.

4.2. You must be a human to open an account and not under 18 years of age. If you are under the age of eighteen, the account must be opened by your parent or guardian. Accounts registered by “bots” or other automated methods are not permitted.

4.3. You are responsible for maintaining the security of your account and password. We view any actions taken by your account as taken by you. Animationclub.school will not be liable for any loss or damage from your failure to comply with this security obligation.

4.4. We reserve the right to revoke your access to the personal account in the Online platform and to our Services and to close your account and terminate any associated email address at any time at your violation of any provisions and conditions Terms of Use, including violation of the payment procedure.

#### **5. Eligibility**

5.1. For all use of the Services on and from the Website you affirm that you are of legal age (at least 18 or more according to the legislation of your country and domicile) and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Terms of Use, and to comply with this Terms of Use.

5.2. The use of any of our Services by a minor under 18 years of age is subject to the consent of their parent or guardian. We advise parents and guardians who permit their children to use an interactive Services that it is important that they communicate with their children about their safety online.

5.3. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Use or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

#### **6. Copyright, licenses and trademarks.**

6.1. The entire contents of the Service are protected by international copyright and trademark laws and other proprietary rights. The owners of the copyrights and trademarks are Animationclub.school, its affiliates and/or other third party licensors.

6.2. For purposes of these Terms of Use, the term “Content” (hereinafter referred to as "Content") includes, without limitation, information, videos, audio files, data, text, photographs, images, moving images, three-dimensional images (with detailed modeling, sculpting, texturing, shading and rigging), written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Terms of Use, Content also includes all User Content (as defined below). Subject to these Terms of Use, we grant each User of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. Your license to use and access the Services and the Content is automatically revoked if you violate these Terms of Use in a manner that violates our intellectual property rights. All rights not explicitly granted to you are reserved by us.

6.3. You must immediately notify us in writing of any unauthorized use of any Content, account or the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request.

6.4. Content submitted by users for inclusion on the Website (including, without limitation, any information submitted on message boards, forums or other public areas of the Website) is sometimes

referred to in these Terms of Use as “User Content.” Whether or not any User Content is published, it will be subject to these Terms of Use. Animationclub.school does not guarantee any confidentiality with respect to a User Content, regardless of whether or not it is published. You are solely responsible for your own User Content and the consequences of posting or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Content (and all content included therein), including the right to authorize Animationclub.school to use the User Content in the manner contemplated by the Website and these Terms of Use. You hereby grant to Animationclub.school a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Content or any other materials or information (including, without limitation, ideas for new or improved products or services) you communicate to Animationclub.school by all means and in any media now known or hereafter developed. You also grant to Animationclub.school the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Animationclub.school for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Animationclub.school.

## **7. User Obligations.**

7.1. You will use the Website only for lawful purposes and agree to not use the Website in any way that will infringe upon the use or rights of any other user.

7.2. Your use of the Website is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Website.

7.3. You will not upload any copyrighted, trademarked, or proprietary materials on the Service without the expressed permission of the owner. You will not post any content that infringes on any patent, trademark, trade secret, copyright, right of publicity, or other intellectual property or proprietary right of any party.

7.4. You assume full responsibility for the Content of the Website offered.

7.5. You agree that you will not engage in any behavior that constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

7.6. You will not share Content from the Website with anyone who is not properly licensed to access the Content.

7.7. You will not upload, share, post, distribute or otherwise partake in any behavior that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies.

7.8. You will not partake in any behavior that victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.

7.9. You will not share software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party.

7.10. You will not impersonate any person or entity, including any of our employees or representatives. You will not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all parts of the Website may be available to you or other authorized users of the Website. You shall not interfere with anyone else’s use and enjoyment of the Website. Users who violate systems or network security may incur criminal or civil liability.

7.11. You must make sure that you or minor (in the case of entering into a contract in the interests of the represented person) has the technical ability to receive the Service, in particular, the PC or mobile devices (smartphones/tablets), microphone, Internet speed of at least 5 Mbit/sec or faster. You are responsible for meeting minimal technical requirements throughout the Services and for setting up the workplace before the Services. Animationclub.school is not responsible for failure to provide Services or their

inadequate quality if such are caused by the lack of necessary software or technical problems with Internet connection.

7.12. You must send us an application for the provision of the service. The application must contain: the full name of the User or the person being represented; the email address; the phone number for communication; the selected webinar (or other Service provided), and in the case of individual webinars, their number is indicated.

If the User is a legal entity, specify the full and first name of the employee who is sent to participate in the Services.

## **8. Payment procedure**

8.1. The cost of the Services is determined by the Animationclub.school unilaterally and indisputably and is indicated on the Website.

8.2. Payment for the Services is made by the User for participation in individual or group webinars, for video lessons at the User's choice, either by 100 % prepayment for all consultations, or monthly by 100% prepayment 5 working days before the first consultation is provided in the current month.

8.3. Payment of the cost of the Animationclub.school Services is made by the User by transferring funds to the Animationclub.school by the bank details in accordance with the procedure and using the details specified in personal account in the Online platform.

8.4. The refund is made in case of termination of the contract by the User:

- before the start of the provision of paid services, but the User is responsible for deducting the costs incurred by the Animationclub.school for paying the commission for settlement and cash services from payment systems, the costs of organizing the provision of Services to the User, accounting expenses, and other expenses in the amount of 10 % of the total cost of the Services selected by the User;

- (for monthly payment of Services) after the beginning of the provision of paid Services is not made. In this case, the funds withheld by the Animationclub.school are recognized by the parties as a fine.

8.5. The refund is made within 7 (seven) calendar days after the Animationclub.school receives a notification from the User about the refusal to perform the contract containing the details for the transfer of funds.

8.6. The User sends the Animationclub.school a notice of refusal to perform the contract at least 3 (three) business days before the start of the service to the following e-mail address of the Animationclub.school: [school@animationclub.school](mailto:school@animationclub.school).

## **9. Governing Law and Jurisdiction**

9.1. These Terms of Use shall be governed by and construed in accordance with the laws of the France. You agree that any dispute arising from or relating to the subject matter of these Terms of Use shall be governed by the exclusive jurisdiction and venue of the arbitral courts of France.

## **10. Privacy**

10.1. Information collection and use, including the collection and use of personal information, is governed by our Privacy Policy which is incorporated into and is a part of these Terms of Use.

## **11. No Warranty & Disclaimers**

11.1. We will endeavor to provide the Website, our products and Services using our reasonable care and skill. We make no further warranty or representation, whether express or implied, in relation to the Website, our products and Services. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded to the fullest extent permitted by law.

11.2. We make no warranty or representation that the Website and its Content will meet your requirements or will be always uninterrupted, timely, secure or error-free, that defects will be corrected without delay, or that the Website or the server that makes it available are free of viruses or bugs or

represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the Website.

11.3. No advice or information, whether oral or written, obtained by you from or through the Website or from our products and Services shall create any warranty.

11.4. You expressly understand and agree that your use of the Website, our products and Services is at your sole risk.

## **12. Breach of the Terms of Use**

12.1. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents, suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses including legal fees, arising out of any breach of the Terms of Use by you or any other liabilities arising out of your access and use of the Website.

12.2. In the event of a violation by the User Section 6 of this Terms of Use, the User, at the request of Animationclub.school, within 5 (Five) days after receiving the request, must, at the option of Animationclub.school

- either to compensate for the losses caused by such a violation,
- or to pay compensation in accordance with Civil Code of the France.

## **13. General**

13.1. These Terms of Use are the entire agreement between you and us with respect to the Services, including use of the Website and any applications, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

13.2. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

13.3. These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

13.4. Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received by e-mail. Electronic notices should be sent to school@animationclub.school.