

# Terms of Enrolment

## Terms of enrolment

### Franscienceart's Online School

By clicking "Enrol now" or any other phrase on the enrolment button, electronically, verbally, or otherwise, entering your credit card information, or otherwise enrolling you the ("School Member") agree to be provided with products, programs, or services as part of **Franscienceart's** Online School website ("Membership") operated by Francesca Arrigoni ("Owner"), acting on behalf of Franscienceart ("Company"), and you are entering into a legally binding agreement with Franscienceart , subject to the following terms:

#### 1. TERMS OF MEMBERSHIP

(a) Upon purchase and execution of this Agreement, the School Member will be provided with the following content and/or services as detailed on <https://franscienceart.com> ("the Website") and selected prior to purchase for their own personal, non-commercial use. Content, programs, and/or services (collectively known as "the Services") may include but are not limited to:

1. Newsletters and Emails
2. Video tutorials and Practice Pics
3. School Forum and Knowledge Base Videos
4. Any other Content from **Franscienceart's** Online School

(b) Though **Franscienceart** and her team regularly comment on School Members' paintings and Forum posts in the School Website, the School Member is NOT guaranteed direct feedback on any paintings or comments they post to the School website from Fran or any member of staff from Franscienceart.

(c) The scope of Services rendered by Franscienceart pursuant to this Agreement shall be limited to those contained herein and/or provided for on <https://Franscienceart.com> as part of the Membership.

(d) Franscienceart reserves the right to substitute Services equal to or

comparable if reasonably required by the prevailing circumstances.

(e) Franscienceart may from time to time offer extra Services to School Members for an additional fee.

(f) School Members will have access to **Franscienceart's** Online School for the duration of their current subscription, whether that be on a monthly; 6 monthly or annual basis.

(g) School Members may use their subscription solely for their own personal, non-commercial use, and must not share their subscription or any of the content within the School with any other person(s).

(h) Franscienceart reserve the right to cancel or terminate a School Member's use of and access to the Website without prior notice if they do not comply with our Terms of Purchase.

(i) At any point, should Franscienceart be terminating **Franscienceart's** Online School, the School Member will be given at least sixty (60) days notice.

(j) School Members have the option to cancel their membership at any time in writing via email to the **Franscienceart** Art team, or via the **Franscienceart's** Online School website contact form and cancellation will take effect at the next billing cycle.

## 2. INTELLECTUAL PROPERTY RIGHTS

(a) The paintings School Members produce as a result of taking Fran's video tutorials or based on Practice Pics are considered legally to be 'Derivative Works' and as such the copyright remains with Franscienceart and any other photographer whose work has been used for these.

(b) School Members may **share photographs of the paintings** they create based on Anna's video tutorials and Practice Pics online but they must **always credit Franscienceart's Online School** whenever the work is displayed (including online).

(c) School Members may **sell the physical paintings** they create based on Fran's video tutorials and Practice Pics (for instance in a local art exhibition) but they must always credit '**Franscienceart's** Online School' whenever the work is

displayed for sale.

(d) School Members can reproduce their own paintings provided the reproduction is for their own **non-commercial use** (for instance they can print it onto a Christmas card sent to friends and family) however, they must credit '**Franscienceart's** Online School' along with the reproduction.

(e) School Members may **not** reproduce their own versions of these paintings for **commercial use** (for instance as an illustration or onto greetings cards they intend to sell).

(f) School Members should use the following wording to credit **Franscienceart's** Online School:

1. For a painting completed via a video tutorial: 'Painting produced using an online video tutorial at **Franscienceart's** Online School'.
2. For a painting completed via a Practice Pic: 'Painting produced using a photograph provided by **Franscienceart's** Online School'

### 3. **PAYMENT AND REFUND POLICY**

(a) Upon execution of this Agreement, the School Member agrees to pay to Franscienceart the purchase amount as stated on the **Franscienceart's** Online School Website, or via a sales promotion.

(b) The School Member agrees to provide us with true, accurate and complete information as required by the sign-up process ("Subscription Data"), including their legal name and email address .

(c) The School Member agrees to maintain and promptly update the Subscription Data and any other information provided to us. If the School Member provides any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate the School Member's subscription, and if applicable, their user account, and refuse any and all current or future use and/or access by the School Member to the Website.

(d) With their initial payment the School Member commits to either a one (1) month term to the Membership; a six (6) month term or an annual term dependent on the subscription chosen by the School Member.

(e) After the initial one (1) month term; six (6) month or annual term, the School Member will then automatically be charged payment according to their selected payment plan: every thirty (30) days, every six (6) months, or every twelve (12) months, at which time the payment will be automatically debited via the account information included upon purchase.

(f) Credit Card Authorisation. Each party hereto acknowledges that

(f) Credit Card Authorisation. Each party hereto acknowledges that Franscienceart will charge the credit card chosen by the School Member on the date of renewal and for the amounts specified (if any) upon purchase.

(g) In the event the School Member fails to make any of the payments as outlined above, has the right to immediately disallow services and benefits of the School Membership until payment is paid in full.

(h) The School member agrees not to assign, transfer or sublicense their rights as a subscriber.

(i) Franscienceart reserves the right to increase fees, or to institute new fees at any time, upon advanced notice communicated to the School Member via email.

(j) If the School Member is not entirely happy with what's on offer in **Franscienceart's** Online School website and would like a refund, they are to let Franscienceart know within 7 days of their purchase and they will be refunded. Refunds after 7 days are at the discretion of Franscienceart.

#### 4. **DISCLAIMER**

By participating in the Membership, the School Member acknowledges that Franscienceart makes no guarantees as to the outcome of any Services, sessions, teachings, or modules accessed through this Membership. By participating in this Membership, the School Member acknowledges that Franscienceart does not warrant the accuracy of any information provided, is not liable for any losses the School Member may suffer by relying on modules, content, videos, services, or products.

By participating in the Membership, the School Member acknowledges that Franscienceart nor any of its representatives are medical doctors, psychologists, therapists, or financial advisors, and content and/or services do not replace the

care of other professionals. Services provided herein are in no way to be construed or substituted as medical advice, psychological counseling or any other type of therapy or advice.

Any testimonials or examples shown through the Franscienceart.com website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Membership and/or Services. The School Member acknowledges that Franscienceart has not and does not make any representations as to success of any kind that may be derived as a result of use of its video tutorials, products or Services.

Franscienceart may provide the School Member with information relating to products that it believes might benefit the School Member. Franscienceart is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information provided. Franscienceart may provide the School Member with third-party recommendations for such services as photography, marketing, technology, business, health, or other related services. Franscienceart may be involved in affiliate relationships with certain third-parties for such recommendations and will inform the School Member when this is the case. The School Member agrees that these are only recommendations and Franscienceart will not be held liable for the services provided by any third-party to the School Member.

## **5. RECORDING AND REDISTRIBUTION OF CALLS**

The School Member acknowledges that group calls and/or trainings may be recorded. The School Member also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by Franscienceart.

## **6. INTELLECTUAL PROPERTY RIGHTS**

In respect of the Material specifically created for the School Member as part of this Membership, including video tutorials, videos, documents, or other content (known collectively as the "Material"), Franscienceart maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of Franscienceart to the School Member, nor grant any right or license other than

those stated in this Agreement.

The School Member may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the **Franscienceart's** Online School website, content or intellectual property, in whole or in part without our prior written consent. Any unauthorised copying, reverse engineering, redistribution, reproduction, publication or modification of **Franscienceart's** Online School website content by any person without Franscienceart prior written authorisation is strictly prohibited, may be a violation of federal or common law, trademark, and copyright laws and may subject such a violator to legal action.

## **7. DISCLAIMER OF WARRANTIES**

The Services provided to the School Member by Franscienceart under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

## **8. LIMITATION OF LIABILITY**

By using Franscienceart's Services and purchasing this Membership, the School Member accepts any and all risks, foreseeable or unforeseeable, arising from such transaction. The School Member agrees that Franscienceart will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Membership. The School Member agrees that use of this Membership is at user's own risk

## **9. JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be construed in accordance with, and governed by, the laws of England as applied to contracts that are executed and performed in the United Kingdom. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be England. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this

Agreement through the International Court of Arbitration (ICC). The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation or other dispute resolution procedures.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **10. NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to info(at) Franscienceart .com

## **11. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

Updated:17th June 2020