

CREATIVE MIND CLASS

# USE POLICY FOR STUDENTS

APPLICABLE FROM DECEMBER 2020

## Responsibility

Content is teacher responsibility.

## Welcome to Creative Mind Class!

Hi and welcome to Creative Mind Class (“CMC”), an ever-growing community of creatives, teachers and students alike, who join each other on our engaging web-based learning platform to create, teach, learn, connect and inspire.

### **Why this use policy**

For you to benefit from all CMC’s opportunities and enjoy learning, we have written this use policy.

## **What to expect from it**

Below you will find how CMC works, what we offer you and therewith what you can expect from us. Since our community continues to grow daily, we also have some guidelines for your use of CMC, which we – in return – expect you to respect and also agree to.

## **What to do with it**

We invite you to read it – you'll find summaries to make your life easier – and deep dive into the more extensive explanation if you feel you need more information or to just reach out to us so we can clarify and help you enjoy CMC to the fullest.

## **For whom**

This use policy is for your benefit (and for the benefit of all users, CMC, its directors, employees, consultants and vendors) and will apply to your use of CMC's website, affiliated domains and all services rendered by CMC.as soon as you check the accept box when registering.

## **Latest version**

The latest version can always be found in the footer of our website.

# Privacy Policy

To summarize: please also read CMC's privacy policy.

## **Your privacy**

CMC deeply cares about your privacy and respects it. More about how we do this and how you can help us to keep your information secure, can be found in our privacy policy.

# Creative Mind Class

To summarize: our offering to you and all our users.

## **What CMC offers you in bullet points**

- access to online, high-end creative video classes;
- access to a learning community: a dedicated teacher and student's environment, much like a classroom;
- newsletters (if you opted in);
- the possibility to receive and provide feedback.

Together we will make CMC THE go to professional platform for online creative classes. We promise to do our utmost to accomplish this from our side and assist you in any way we can, but we need you and all other users as well to get there.

Therefore, and here follows a legal denominator, this is a 'reasonable efforts' obligation (inspanningsverbintenis), an obligation of result (resultaatsverbintenis) is not possible, due to the nature of our services (which means, although we would like to and are working hard, we cannot guarantee results, since we also have to rely on all of our users to make this happen).

## Creating an Account

To summarize: please provide accurate account information when registering, keep your information up-to-date, and make sure you are at least 16 years of age when you join.

### **Process of creating an account**

Becoming one of our students is very easy. The only thing to do is, choose a creative class of your liking and click on the 'Buy' button after which you will be directed to the registration page and will be guided through the payment process. After this, you can start learning immediately or at a time that works best for you (you can always find all classes in your account and can easily access them by directly logging into your account).

## **Valid account information**

We do ask you to provide accurate and complete account information when registering (including a valid email-address) and keep your information updated if it changes (so we can assist you and keep you informed when necessary, f.e.).

## **CMC not for under 16**

To create an account, you must be at least 16 years old. If you believe we may have collected data of a child under 16, please let us know so we can undertake appropriate action.

# **Right to Use CMC's Platform and Services**

To summarize: as soon as you register and are admitted by CMC – via email – you become part of CMC and will have your personal account, to which we provide you – generally – lifetime access. We ask you to take good care of your account and learning environment and let it be the portfolio you can be proud of. We understand all of this is a bit high-over, so we invite you to find more specifics below.

## **License**

Upon registration CMC grants you a license to use its platform. This license is:

- indefinite (\*unless one of the reasons mentioned below under 'Termination' is in place);
- non-exclusive (other students may also register and use it); and
- non-transferable – your account is strictly personal.

This license allows you to:

- enjoy your class(es);
- upload your work;
- receive feedback from the teacher(s) and other students; and
- view and/or contribute in the dedicated teacher and student community environments linked to your class(es).

In return, we do expect you to observe CMC's use and privacy policies.

## **Your account is personal**

Keeping your account safe is very important. Both to us as well as to you, since it is your online representation. CMC has put all kinds of safety measures in place – view CMC's privacy policy for more specifics –, but we cannot do without your cooperation. So please, do not share your log-in details or in any other way provide access to your account by others than yourself.

If either of us finds any suspicious activity in your account, CMC will of course first check in. Ultimately, CMC always has the right to deny further access and delete your account (without any liability), but we do hope it won't get that far (we just need to make this clear and reserve our rights).

### **CMC's expectations as to your use**

We hope and aim for you to experience all the advantages of CMC's platform. In order to make the most out of it, we advise you to:

- enjoy and actively use CMC's platform and services after registering and purchasing your first video class(es);
- ask for and provide feedback - if you like - from both the teacher(s) and your fellow students; and
- create a nice portfolio of your work

### **Updates**

Updates will be made available through the website and may include improved functionality, bug fixes, plug-ins and other changes that will improve CMC's platform and services.

# IP Rights

To summarize: the below might seem a bit tough, but what we just want to say is we expect you to respect CMC's IP rights and if you do, we will all be happy.

## **IP rights CMC**

You acknowledge that all trademarks, copyright, database rights and other intellectual property rights to the website, the services offered and the underlying software are and will remain the sole property of CMC.

## **Respect IP rights**

By using CMC you agree to respect CMC's IP Rights. This implies – i.a. – that you may not, nor allow third parties on your behalf to, in any way:

- make and distribute copies;
- attempt to copy, reproduce, alter, modify, adapt, hack, reverse engineer, disassemble, decompile, transfer, exchange or translate;
- create derivative works of any kind whatsoever; and/or
- transmit worms, viruses or code of a destructive nature.



# Your Content: Rights, Content License and House Rules

To summarize: in order for all of us to enjoy CMC to the fullest we do have some house rules, based on some fundamental rights. Please make sure the content you upload and post is owned by you, or that you are entitled to upload or post it. This is in line with the principle “what belongs to you stays yours”. Some of the fun of CMC is in sharing and liking each other’s content. Therefore, parts of your content can be liked and shared by CMC and other users for non-commercial purposes within CMC’s platform. CMC may also use parts of your content to promote the platform, services, teachers and classes. When doing so, CMC will always refer to you. As for the content, please only share and upload content that’s allowed (view below for what’s not). One more thing to be safe: we advise you to always keep copies of your content on your own systems/in backup files.

## **No infringement of the rights of others**

If you upload your work, comments and other materials (‘content’), please make sure that you either own the content posted by you or are otherwise entitled to post the material. CMC shall have to, upon reasonable request, remove any content that infringes the rights of others. Furthermore, and we have to say this just to be clear: you agree to pay for all royalties, fees and any other monies owing any person by

reason of content you post on or through CMC's platform and/or services.

### **Ownership rights**

If you upload or post content on or through CMC's platform and/or services, we will expect and respect you to be the owner of this content and you will therefore retain full ownership to this content (unless of course there's proof against this). In other words, what belongs to you stays yours. In line with this:

- CMC will not claim any ownership rights in the content you posted;
- you will not claim any such rights in content posted by others; and
- others will not claim any such rights in yours.

### **Inadmissible content**

By using CMC you agree not to post content that is inadmissible.

Examples of inadmissible content are, content:

- that seeks or promotes dangerous or illegal behavior;
- which is wrong, i.e. incorrect or improper or misleading;
- which is hateful, discriminatory, (sexually) intimidating, violent, offensive, insulting or degrading;
- that infringes any intellectual property rights, privacy rights, publicity rights, copyrights or any other right of CMC's users or third parties;
- which fosters, or by which you commit, illegal or unauthorized activities;

- which solicits, promotes or encourages criminal or clearly reckless behavior;
- that is in any way sexually explicit, shows or deals with abuse, drug use or any other form of commonly unacceptable content; and/or
- that is contrary to applicable law, regulations or these terms and conditions.

### **Please make your own backups**

Although we will be treating your content very carefully, CMC is not an online storage service. CMC therefore recommends you to keep separate copies of the content you have uploaded.

## **Other Users' Content**

To summarize: please respect other users content and ownership rights and do not share or use, in any way, any of their content outside CMC's platform.

### **Respect the content and ownership rights of other users**

You may comment on, like and share content of other users on CMC's platform as others may yours. In fact, this is part of the learning process.

No user is allowed, though, to use other users' content for commercial purposes and share it outside CMC's platform. This implies that you may also not:

- crawl, scrape or otherwise cache any content from CMC's platform including but not limited to user profiles; and/or
- copy, modify, translate, publish, broadcast, transmit, distribute, perform, display or sell any of this content outside CMC's platform.

## Payment

To summarize: below you will find how payment for video class(es) works. Please be advised, we have a no refund policy. In case of questions about the content you can always address the teacher.

### **Payment**

When you purchase one or more class(es), you will be directed to our Payment Service Provider Stripe. All prices are including VAT (a flexible calculation, based on your geolocation); if more VAT is due this will be deducted from the amount the teacher receives.

## **No refunds**

CMC has a no-refund policy for students.

In the event you might be unhappy with the content of a class please contact the teacher directly and try to solve things amongst the two of you.

# Termination

To summarize: you may terminate your account at any time by sending us a notice. Termination will be effective 30 days after your request, so you will be able to safeguard your content. Also, CMC is allowed to terminate accounts. CMC will only do this if there's a good reason for it, such as a breach of CMC's policies, an obligation by law, inactivity of your account or if CMC goes out of business. In the last two cases you will of course be given advance notice.

## **Termination by you**

Terminating your account is possible at any moment by sending a notification to [contact@creativemindclass.com](mailto:contact@creativemindclass.com) . Termination will

become effective as of 30 days after your request in order to allow you to download/safeguard any of your uploaded content.

### **Termination by CMC**

CMC may in any case, and at its sole discretion and without the obligation to make a refund, terminate the license if:

- you breach any of these terms, in which case CMC in its sole discretion may decide to remove (part of) your content, (temporarily) block your access or terminate your rights under this license, without the obligation to send prior notice;
- CMC must by law, in which case CMC is not obligated to notify you; and/or
- CMC goes out of business, in which case you will be notified.

## **What Happens to Your Content After Termination?**

To summarize: what happens depends on whom terminated your account. If it was you, your content will be deleted 30 days after your request. If it was CMC, you will be granted a reasonable time to safeguard your content when termination was due to inactivity of your account or CMC going out of business. Your account will be terminated on the spot and your content deleted in case of breach of CMC's policies or if CMC must terminate your account by law. Please note: your content might still be visible if it was

shared or available in backups for the purposes you can find in our privacy policy.

### **Account terminated by you**

Your content will be deleted 30 days after your request.

### **Account terminated by CMC**

Once your account has been terminated you will not be able to retrieve your content anymore. Your content will be shared if CMC has to comply with legal or regulatory obligations.

### **Visibility of your content**

(Deleted)Content will no longer be visible on CMC's platform, but will still be available in backups or for the purposes as set forth in our privacy policy (e.g. court order or claims). Furthermore, your content might still be visible, if it was shared (through CMC or otherwise).

## **Exclusion of Warranties**

To summarize: although CMC does its utmost to present you the best user experience there is, CMC is provided to you “as is”, which means there can be bugs, downtime, etc. but we will do our best to prevent and/or fix this and for some things – for example, watch out for and remove inappropriate content – we need the help of you and other users as well.

### **‘As is’**

CMC's platform and services are provided to you 'as is' and CMC makes no warranty or representation to you with respect to it.

### **No warranty**

In particular, CMC does not represent or warrant to you that:

- CMC will meet your requirements;
- your use of CMC will be uninterrupted, timely, secure, free from error or content loss;
- there will be no conflicts between the CMC software and other software on your systems;
- content on CMC's platform will be desirable, accurate or reliable; nor that
- defects will be repaired.

## **Force Majeure**

To summarize: in case of unforeseeable circumstances CMC may have to suspend its services.

### **Force majeure**

In case of force majeure ('overmacht'), CMC may suspend its services. Force majeure shall not relieve the client of any payment obligation – in case this obligation exists.



# Limitation of Liability

To summarize: the following limits CMC's liability and informs you, if you hold a claim against CMC, you should file this claim within a year after a) the damage occurred or b) you've terminated your account (or else it will expire).

## **Willful intent and gross negligence**

CMC shall not be liable, except in case of willful intent or gross negligence of CMC or its directors.

## **Indirect or consequential damages and other examples**

CMC shall not be liable for indirect or consequential damages, including (but not limited to) a) loss of turnover or profit and/or b) damages that are the result of an act or omission of a third party (even if CMC provided a link to, or services from, such third party) or use of a third-party plug-in).

## **Limitation of remaining liability**

If, and to the extent that CMC shall be liable, its liability shall be limited to the charges for its services (or the relevant part thereof).

## **Loss of claim**

A claim for damages must be submitted forthwith and will expire one year after (a) the occurrence of the event that caused the damages or (b) the termination of your account.

## Confidentiality

To summarize: CMC shall treat your data as confidential as far as it doesn't need to be publicly available to be viewed and booked via our platform (or hasn't been shared by you for that purpose).

### **Confidentiality**

CMC shall treat your personal data as confidential and shall take all reasonable measures to safeguard such confidentiality as far as it doesn't need to be publicly available to be viewed via our platform (or hasn't been shared by you for that purpose).

You may decide to remove content, in which case CMC still has the right to use and provide it to the students who already purchased the material.

## Data Protection

To summarize: CMC will do its utmost to comply with GDPR, more on this can be found in our privacy policy. We want you to already know, we will not sell your personal data to third parties and we will only use your email address to send emails with respect to our services.

## **GDPR**

CMC shall use its reasonable endeavours to comply with the applicable regulations on data protection.

Your personal data are not sold. CMC shall not sell name, address or email addresses to any third party.

## **Privacy policy**

CMC's current Privacy Policy is published on its website. It states amongst other things that CMC may use the email addresses you provided to send emails with respect to its services. Please read the Privacy Policy before you register for CMC's services.

# **Miscellaneous**

To summarize: Below, you will find the so-called boilerplates: standardized clauses at the end of a contract providing certainty if the contract were ever to be disputed. CMC may alter this use policy. Alterations may be necessary due to improvements, added functionality, validity or unclarity over its clauses as well as things that haven't been written down in this policy whereas it appears, they should have been. As long as no alterations to this

policy are made, In the latter three cases, the purpose of the clause and this policy will be leading. In order for you to be in the loop, you agree with CMC sending you updates via email or through your account. Just to be clear – our lawyers wanted us to include this: in the event CMC doesn't exercise one of its rights in this use policy, it doesn't mean CMC waives such right. Also, although you are – in principle – not allowed to pass your account on to someone else, you do agree CMC can pass all of its rights and obligations to a third party in case of a transfer of its activities. Of course, CMC will let you know if this happens. The reason behind it, is it allows CMC to grow and exit if the opportunity presents itself.

### **Revision or amendment**

These terms and conditions may be revised or amended by CMC at any time when deemed necessary. In such case, CMC will notify you with the details of the change either through email or when you next login. The new terms may be displayed on-screen and you may be required to accept them to continue your use of CMC's platform and services. The most recent terms and conditions are available in the footer of the website.

### **Transfer of rights**

Neither party can transfer any of its rights or obligations under these terms and conditions without the prior written consent of the other party. You hereby grant CMC your irrevocable and unconditional consent for

the transfer by CMC of all its rights and obligations under an agreement (including these general conditions) as part of an integral transfer of its activities to a third party.

### **Conversion**

If a provision under this agreement of these general conditions shall not or no longer be valid or enforceable, such provision shall be deemed to have been replaced by a valid and enforceable provision that is closest to the original provision in terms of purpose and scope.

### **Interpretation**

If the text of a provision in the agreement or in these general conditions is not sufficiently clear, the purpose of these general conditions (protection of the legal position of CMC) shall prevail in the interpretation of such provision. The contra preferentem rule shall not apply (the contra preferentem rule is, again, a legal denominator, meaning unclarity of a clause should be interpreted against the interest of the party who created or requested the clause; this is excluded).

### **Supplement**

If the agreement or these general conditions do not contain a full arrangement for a certain situation, the purpose of these general condition shall prevail.

**No waiver**

If CMC should not always strictly enforce a right under the agreement or these general conditions, this shall not imply that CMC would waive such right.

**Notices**

You agree for CMC to send you notices, including changes of these terms and conditions, via email and/or through your account.

## Disputes

To summarize: in the event of disagreement, Dutch law applies and the district court in The Hague shall rule.

**Applicable law**

Dutch law is applicable.

**Choice of forum**

Any disputes will be submitted to the district court in The Hague.