# ALL TERMS AND CONDITIONS OUTLINED BELOW APPLY TO ALL REGISTRATIONS ONTO OUR ONLINE AND LIVE COURSES.

# 1. Eligibility

All participants below 18 years old must be registered by their parents/legal guardians, who give a consent for their children to participate in a program. All participants in courses that aimed at adults must be 18 years of age or older to participate in our online or live courses. You will need sufficient fluency in the language in which the courses are presented.

# 2. Payment / Registration

The fee for the lesson or course (the "Fee") must be paid in full at the time of registration. Registration is not complete until Masterworks Art Club has received such full payment of the Fee. You are responsible for non-payment, even if the Fee are being paid by a third party. After successful registration, you will receive an e-mail from Masterworks Art Club or third parties who process the payments acknowledging your enrolment in the course.

The Fee consists of a tuition fees Courses will be billed in British Pounds (GBP). You agree to provide accurate and complete registration information. Submission of your registration, alongside full payment of the Fee constitute your acceptance of these Terms and Conditions. Parents/Legal guardians of children, participating in the courses are accepting the terms and conditions, which are legally binding.

### 3. Cancellations and Refunds

Live Lessons

Within 48 hours

You have the right to cancel your contract with Masterworks Art Club 48 hours prior to the commencement of the first live lesson of the course or any singular live lessons. You will receive a full refund of any payments you have made.

If you choose a live course that is due to commence within 48 hours of purchase and then wish to cancel after your live course has started, you will be required to pay for any part of your live course that has taken place before you give notice of cancellation. This amount will be calculated by Masterworks Art Club on a pro rata basis.

For singular lessons refunds are issued only 48 hours prior to the lesson.

To cancel within 48 hours please inform us in writing, by email to masterworksartclub@gmail.com Please write the name of your course in the subject-line of your email.

This cancellation right is provided to you in line with the Consumer Rights Directive (2011/83/EU) but applies regardless of whether you are a buyer located in the EU, acting as a consumer and not for business purposes.

Online Lessons

Within 24 hours

You have the right to cancel your contract with Masterworks Art Club 24 hours prior to the commencement of the first online lesson of the course or any

singular online lessons. You will receive a full refund of any payments you have made.

If you choose an online course that is due to commence within 24 hours of purchase and then wish to cancel after your online course has started, you will be required to pay for any part of your online course that has taken place before you give notice of cancellation. This amount will be calculated by Masterworks Art Club on a pro rata basis.

For singular lessons refunds are issued only 24 hours prior to the lesson.

To cancel within 24 hours please inform us in writing, by email to masterworksartclub@gmail.com

Please write the name of your course in the subject-line of your email.

This cancellation right is provided to you in line with the Consumer Rights Directive (2011/83/EU) but applies regardless of whether you are a buyer located in the EU, acting as a consumer and not for business purposes.

#### After 24/48 hours

If you cancel your registration in an online/live course at any time after expiry of the 24/48 hours period you will not be entitled to a refund, except in exceptional circumstances, at the discretion of Masterworks Art Club. If a refund is granted to you, an administration fee may be charged.

To cancel after 24/48 hours please inform us in writing by email to masterworksartclub@gmail.com

Masterworks Art Club reserves the right to cancel any course by giving you notice in writing (including by email) at any time before the course is due to start. Masterworks Art Club will refund all fees paid by you and if possible, will endeavour to offer a transfer to another course as an alternative, subject to payment or refund of any difference in purchase price.

Masterworks Art Club's liability when it cancels a course will be limited to a refund of the Fee or any other charges paid for the cancelled course. For partial cancellation of a course, such refunds will be made on a proportionate basis. All dates are subject to change, however notice of such change will be given and refunds will not be issued for any rescheduled class.

You should allow up to 6 weeks for the credit to appear on your credit card statement.

#### 4. Course Content

The course description is intended to indicate only the general nature of the course and does not guarantee content. Masterworks Art Club reserves the right to amend the course and alter details at its discretion.

Masterworks Art Club is not responsible if you fail to meet the online course or live course requirements and you should ensure that you allocate sufficient time to allow you to successfully complete the course. Refunds are only available as set out in paragraph above.

## 5. Student Conduct

By continuing to access or use the course or any content located via the online course or live course, any handouts, booklets or other digital or printed

materials, you signify your acceptance of the below terms. Masterworks Art Club may modify these terms and conditions from time to time.

Masterworks Art Club grants you a limited license to access and use the content of the course, and you agree that:

- •All materials including but not limited to text, photographs, video, audio, images and any other content appearing during the course and/or on Masterworks Art Club website are protected by copyrights and/or other proprietary rights belonging to Masterworks Art Club and/or other third parties. You agree to abide by all applicable laws regarding copyrights, trademarks, publicity rights and privacy rights in the US, UK and any other jurisdiction from which you are accessing this material.
- •You may not copy, reproduce, duplicate, distribute, disseminate, publish, post, display, perform, modify, create derivative works from, upload to, transmit, or in any way exploit any content from the course and/or on the website. You may not sell or offer for sale any of the content, or allow third parties to access it, or use such content to construct any kind of database. You may use the content from the course and/or on the website only for personal, non-commercial use.
- •Any violation of these terms may result in your expulsion from the course and/or Masterworks Art Club, and you may be subjected to fines and penalties.

You agree to maintain the security of any user name and password required for accessing the Online Course. You will notify us promptly if you become aware of any unauthorised use of your username and/or password.

Masterworks Art Club makes no claim that the course content is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom. Access to the course may not be legal by certain persons or in certain countries. When accessing the course and/or the website, you are responsible for compliance with the laws of your jurisdiction. Masterworks Art Club reserves the right to remove you from the course if you do not respect these guidelines, Masterworks Art Club staff and/or fellow students.

#### 6. Data Protection

By registering with Masterworks Art Club and by paying the fees, you agree to Masterworks Art Club collecting and using your personal data. This will be done in accordance with the Data Protection Act 1998.

# 7. Technology Requirements for online courses

The online course is facilitated through an online learning management system. It is your responsibility to ensure that you have the proper hardware and software requirements, along with access to Wi-Fi, to be able to participate in the course. You will need to ensure you have the proper technology at the time of registration as will be provided with the registration details

Masterworks Art Club is not responsible for any errors or failures in relation to your ability to access the course or any related materials, including where such errors or failures are caused by: (i) a loss of connection on Masterworks Art Club's or your end; (ii) a breakdown or problems with the online software and/or (iii) a breakdown or problems with your internet connection, computer or system.

# 8. Miscellaneous

Your contract with Masterworks Art Club and any dispute arising from it (including non-contractual disputes) shall be governed by and enforced pursuant to the laws of England.

WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY.

Should a situation arise that is not covered by these Terms and Conditions, Masterworks Art Club reserves the right to take any reasonable and fair action that we think appropriate

Should you have any queries on the terms and conditions, please contact us on masterworksartclub@gmail.com