

# **TERMS AND CONDITIONS OF “The Master Photography courses.com” and “Master photography courses.com”, herein defined as” The Course”**

## **1 About these Terms and Conditions**

These terms and conditions of business are between “The Course” and a student (“student”). They shall be deemed to have been accepted when the student uses The Course website and services.

“Agreement” means this agreement including the form that the student completes online or otherwise setting out the student’s requirements, including details of fees payable to The Course by the student.

“student” shall mean the individual that enrolls on The Course “Course” means the E-Learn course, consisting of different modules provided by The Course under this Agreement.

“Site” means the website(s) operated The Course for the purpose of running the E-Learn course

No variation can be made to these terms without the written consent of a Director of The Course.

## **2. Services**

Under this Agreement the student will be provided with access into the e-learn course, to complete all the modules and at the end be issued with a Diploma if the student has completed the course to the satisfaction of The Course adjudicators.

## **3. Payment of Fee**

The student must pay the course fees in advance by credit/debit card or by direct bank transfer, or by instalments if that is applicable. Fees are set out within the registration section of the website.

#### **4. Student's Obligations**

The student agrees that for so long as it is party to this Agreement:

1. It shall not use the Services for any unlawful activity.
2. It shall ensure that all information that it provides to The Course is accurate, does not contain any misleading items or misrepresentations, does not infringe any other person's rights and does not breach any applicable law;
3. It shall not upload to the Site or Services any material nor use the Site or Services for the distribution of any material, which The Course in its sole discretion considers offensive, immoral, abusive, indecent or otherwise undesirable, and shall not use the Site or Services or any information from them for spamming or any other purpose not approved by us.
4. It shall not attempt to access data or any parts of The Course's system which it is not authorised to access;
5. It shall provide such information as The Course may reasonably request to confirm that all information supplied is correct and/or that it is not in breach of the Agreement;
6. It shall defend and indemnify The Course against all claims, losses, damages, liabilities, costs and expenses arising as a result of its breach of this Agreement.
7. It shall not copy and distribute any of the information gained from The Course to create any other learning courses anywhere in the world.
8. It will treat all information as copyright and will not share it with any other person not registered on The Course.

#### **5. The Course Rights**

1. The Course may suspend or block the student's access to the Services at any time if the student breaches any of the terms of this Agreement.
2. The Course will be developing its web-site and service further, so reserve the right: a. to make changes to the Site and Services; and b. to render the Services

unavailable for periods where this is necessary for development or maintenance. The Course may at some time in the future change it's names or be incorporated I to a new company. This will not alter any contractual agreements The Course has to the student

## **6. Confidentiality**

The parties agree that they will only use the others' confidential information for the performance of this Agreement, and will not disclose it to other parties other than as necessary for the performance of this Agreement or as required by law.

## **7. Liability**

1. The Course will endeavour to keep the Services working as often as possible, but will not be responsible for any time for which it is unavailable, whether due to telecommunications or internet failures or otherwise. All users are responsible for taking appropriate measures against the risks associated with using the internet, including viruses and other harmful mechanisms, and The Course will not be liable to the student for any loss, damage or liability caused by any such item.

2. The Course's entire liability to the student, whether in contract, (including negligence) or otherwise, shall be limited to the fees paid by the student to The Course in the twelve months preceding the date on which such liability arose.

3. In no event will The Course be liable to the student for any indirect, consequential or special loss or damage, including lost profits, sales, business, data, goodwill, savings or otherwise, however caused (including by negligence).

4. If any of the preceding sub-Clauses is found invalid or unenforceable, the remaining sub-clauses remain in full force and effect.

## **8. General**

1. All copyright, trademarks, patents, database rights and other intellectual property rights in the Site, Services and underlying functions are the property of The Course or its licensors, and the student must not copy, alter or otherwise infringe any such rights.

2. The Course offers no particular guarantees as to the student's progress or results during or after The Course as all students will appreciate different results and experiences during and after The Course.

2. Notices must be sent in writing or by e-mail to the relevant party's details set out in the registration form or otherwise properly notified to the other party. Notices are deemed received two working days after posting, and twenty-four hours after dispatch by e-mail.

3. This Agreement is the entire agreement between The Course and the student, and supersedes all previous agreements and statements relating to its subject matter.

4. This Agreement is governed by English law, and the student submits to the exclusive jurisdiction of the English Courts .The US Federal Trade Commission's Children's Online Privacy Protection Act of 1998 (COPPA) requires that Web Sites are to obtain parental consent before collecting, using, or disclosing personal information from children under 13. If you are below 13 then you cannot use this site. Do NOT enrol if you are below the age of 13 (thirteen).

If you are between the ages of 13 and 16 then you are free to take this course, but we do not recommend it for your age group due to some of the extensive techniques and concepts discussed within the modules. This course is more suited to those OVER the age of 16 (sixteen).

By registering to use this site you meet the above criteria and agree to abide by all of the above rules and policies.

