▶ IDAGIO

IDAGIO Academy – General Terms & Conditions

INTRODUCTION

IDAGIO GmbH, Tempelhofer Ufer 17, 10963 Berlin, Germany, Telephone: +49 030 5770 443 0, e-mail: contact@idagio.com (Company) provides (i) the "IDAGIO" streaming platform via website www.idagio.com and/or the mobile and/or desktop applications and (ii) the "IDAGIO Academy" online platform for real-time music tuition and education. Use of IDAGIO Academy is subject to the following General Terms & Conditions (GTC). Use of IDAGIO is subject to the general terms and conditions available under https://www.idagio.com/terms/ (IDAGIO GTC). The GTC and the IDAGIO GTC shall apply to all contracts concluded between Company and Users of IDAGIO Academy.

DEFINITIONS

The following terms are used regularly throughout these GTC and have a particular meaning:

(1)   **Account** means a registered account with IDAGIO Academy.

(2)   **IDAGIO Academy** means the "IDAGIO Academy" online music tuition and education platform accessible at the Site and/or Mobile Application Marketplace.

(3)   **Booking** means a booking for a Lesson made via IDAGIO Academy.

(4)   **Child** means anyone under 18 years of age unless, under the law applicable to the child, the age at which a person is legally a full adult is attained earlier.

(5)   **Company** means IDAGIO GmbH, Tempelhofer Ufer 17, 10963 Berlin, Germany.

(6)   **Customer** means a registered Customer of IDAGIO Academy that uses the features associated with a Customer Account and is responsible for making a Booking and paying the Fees.

A Customer must not be a Child.

Where the Customer is not the same person as the Student, the Customer is responsible for each Student for whom they make a Booking.

(7)   **Fee** means a fee charged by the Company for use of IDAGIO Academy (including for a Booking).

(8)   **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.

(9)   **Individual** means a person with information about them in IDAGIO Academy, and generally refers to a Customer or Student (or the parent or legal guardian of a Student where implied by context).

(10)   **Listing** means a Teaching Artist's profile or listing page, offering Bookings within IDAGIO Academy.

(11)   **Mobile Application Marketplace** means an online marketplace for access to the Platform and other applications for mobile devices, such as the App Store.

(12)   **Payment Gateway** means Stripe or such other payment system the Company may adopt within IDAGIO Academy from time-to-time.

(13)   **Personal Information** has the same meaning as in the GDPR.

(14)   **GDPR** means the *General Data Protection Regulation (Regulation (EU) 2016/679)* by the European Union.

(14)   **Privacy Policy** means the Company's privacy policy as updated from time-to-time,

published on the Site.

(15) **Lesson** means an online lesson provided by a Teaching Artist for the Student via IDAGIO Academy.

(16) **Lesson Fee** means a Fee to make a Booking payable by the Customer.

(17) **Lesson Guidelines** means the Company's policies and guidelines for the Users' participation in a Lesson as updated and notified to the User from time-to-time.

(18) **Lesson Requirements** means the basic requirements to successfully participate in a Lesson, including:

    i   Working electronic device that is able to connect to the internet;

    ii   Ongoing access to steady internet connection;

    iii   Working microphone; and

    iv   Working webcam or camera.

(19) **Site** means https://idagio.aeyons.com and any other URL where the Company makes IDAGIO Academy available from time-to-time.

(20) **Stripe** means the cloud payments platform accessible at https://www.stripe.com/.

(21) **Student** means the person that takes part in, or attends a Lesson, and may refer to a Child or dependent of the Customer.

(22) **Teaching Artist** means a party that is registered with IDAGIO Academy to make Listings and perform Lessons. Teaching Artist is not an employee of Company.

(23) **General Terms and Conditions (GTC)** means the terms and conditions of using IDAGIO Academy as updated from time-to-time, published on the Site.

(24) **User** means any user of IDAGIO Academy, including Customers, Teaching Artists and Students.

1   USING IDAGIO ACADEMY

1.1   General

(a) IDAGIO Academy is an online hosting service and offers an online platform for real-time music tuition and education where Customers can book Lessons listed by Teaching Artists. IDAGIO Academy functions as an intermediary between the Customer and the Teaching Artist and Company is not a party to any Booking between Users.

(b) The Customer must have set up their Account and log into IDAGIO Academy to make a Booking.

(c) The User agrees that all use of IDAGIO Academy is subject to these GTC.

(d) A person who is a Child must not use IDAGIO Academy without their parent or legal guardian's consent.

(e) The User shall be responsible for any person they authorize access under their Account (including and especially a Student who is a Child).

(f) The Company may suspend the Account or restrict the access of any User that breaches the terms of these GTC.

1.2   Features

(a) IDAGIO Academy may allow a Customer to:

      i   Browse, filter and search Listings;

      ii   Search availability and make Bookings;

      iii   Pay the Lesson Fee;

      iv   Participate in Lessons;

      v   Receive notifications;

      vi   Search and view Videos on Demand; and

      vii   Such other features the Company may make available from time-to-time.

(b)   IDAGIO Academy may allow a Teaching Artist to:

      i   Create and manage their Listing;

      ii   Set and manage availability for Bookings;

      iii   Perform Lessons;

      iv   Receive notifications;

      v   Set and manage Videos on Demand; and

      vi   Such other features the Company may make available from time-to-time.

1.3 Listings

(a)   A Teaching Artist shall be able to create a Listing via IDAGIO Academy.

(b)   The Teaching Artist is responsible for ensuring the accuracy of all information described in a Listing.

(c)   The Company makes no representation as to the accuracy of any information contained in a Listing.

(d)   The Company may decline to publish or promote any Listing in its absolute discretion.

1.4 Bookings

(a)   IDAGIO Academy may allow:

      i   The Teaching Artist to advertise Listings and accept Bookings; and

      ii   The Customer to confirm a Booking by paying the Lesson Fee.

(b)   Where the Customer is not the same person as the Student, the Customer is responsible for each Student for whom they make a Booking.

(c)   A Booking for a Lesson is not confirmed until the Customer completes payment of the Lesson Fee via IDAGIO Academy.

(d)   Once the Customer has made payment for a Booking, the Company may request any additional Information, as may be necessary for the Teaching Artist to complete the Booking (such as preferred name for Students). Such Information shall be provided to the Teaching Artist.

(e)   The Customer is solely responsible for determining the appropriateness and suitability of any Teaching Artist prior to making a Booking.

(f)   For clarity, the Customer cannot be refunded the Lesson Fee or otherwise be

reimbursed for any Lesson because the Customer or Student does not like or approve of the particular Teaching Artist. If that's the case, the Customer should simply not make a Booking with this same Teaching Artist in the future.

1.5   Lessons

(a)   The User must attend the online environment where the Lesson is to occur on time and ready to begin at the scheduled start time and must notify the Teaching Artist as soon as possible if they are going to be late.

(b)   Only the agreed number of Students shall be present at any given Lesson. For clarity, only one Student should be participating in a 1 on 1 type Lesson unless expressly agreed by the Teaching Artist.

(c)   The User must ensure that the Lesson Requirements are met for each Lesson.

(d)   The User must adhere to the Lesson Guidelines for the duration of the Lesson.

1.6   Recordings

(a)   Recording of a Lesson can only be undertaken at the request and approval of all Users participating in that Lesson. An archived recording will only be available after the Lesson to be streamed by the Users who were involved in that Lesson on IDAGIO Academy. The recordings may be downloadable and cannot be shared with third parties unless the prior approval of all the Users that participated in that Lesson has been obtained.

(b)   Where a User is a Child in the location where they reside, then the parent or legal guardian of that User must provide consent for the purposes of recordings of a Lesson as per paragraph (a) above.

(c)   Users grant Company a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to all recordings of the Lessons, allowing Company to reproduce, distribute, recite, perform, present, make available publicly and/or broadcast the recordings.

1.7   Conduct

The Customer acknowledges and agrees that:

(a)   The Company accepts no responsibility for the conduct of any Teaching Artist on IDAGIO Academy;

(b)   The Company accepts no responsibility for any interaction between Users, whether that interaction occurs via IDAGIO Academy or not;

(c)   The Company makes no warranty or representation as to the accuracy of any information provided by any User; and

(d)   The Company makes no warranty as to the character or credentials of any Teaching Artist.

1.8   Rescheduling

(a)   The Customer may reschedule a Lesson. The Teaching Artist reserves the right to charge the Lesson Fee for the rescheduled Booking. However, the Customer is entitled to reschedule a Lesson free of charge where:

i.   the Customer notifies the Company and the Teaching Artist through the rescheduling tool on IDAGIO Academy no less than 24 hours prior to the scheduled time of the Lesson, and

    ii.   Teaching Artist has Lesson available to book within 7 days following the original scheduled time of Lesson. In case no Lessons are available by the Teaching Artist, Company and Teaching Artist will use its best efforts to find a suitable time within 30 days following the original scheduled time of Lesson. However, Company and Teaching Artist cannot guarantee the availability of a new time slot.

(b)   For clarity, no refunds are offered if the Customer requests a rescheduling.

(c)   The Company accepts no responsibility or liability for any Lesson that does not proceed by no fault of the Company.

(d)   For clarity, the Customer may only reschedule and not cancel a Lesson.

2   FEES, PAYMENTS AND REFUNDS

2.1   Fees

(a)   The Customer must pay the Lesson Fees to make a Booking.

(b)   All payments shall be made via the Payment Gateway within IDAGIO Academy, or in such other manner as the Company may direct or agreed between the parties from time-to-time.

2.2   Currency

All Fees may be displayed in US Dollars, Euro, Great Britain Pound or Australian Dollars.

2.3   Refunds

(a)   The Customer shall only be entitled to refunds where:

    i   The Teaching Artist cancels or does not attend the Lesson (or is unreasonably late and the Lesson does not proceed as a result); and

    ii   The Lesson is not rescheduled.

(b)   No other refunds are provided except where required under law.

(c)   For clarity, the Customer must ensure it has a suitably stable and reliable internet connection to allow for video streaming, as no refunds are offered because the Customer or Student cannot participate in the Lesson due to internet or technical challenges at their end.

3   PERSONAL INFORMATION

3.1   The Customer acknowledges and accepts:

(a)   The Company may share the Information provided by the Customer with the Teaching Artist as part of making a Booking;

(b)   All information input into IDAGIO Academy about an Individual is provided with that Individual's consent, or the parent or legal guardian's consent if the Individual is a Child; and

(c)   The Customer must ensure that all Personal Information they enter into IDAGIO

Academy is true and accurate and agrees to update that information in order to ensure that it is current.

3.2 The Teaching Artist acknowledges and accepts:

(a) The Teaching Artist is solely responsible for ensuring that their use of IDAGIO Academy and storage of Information provided by the Company is compliant with all relevant laws and/or any agreement with each Individual, or the parent or legal guardian of the Individual;

(b) They shall not disclose any Information about an Individual to any other person or party other than as authorised by the Individual, or the parent or legal guardian of the Individual; and

(c) They shall ensure all Information they have access to through their use of IDAGIO Academy is kept and used in accordance with applicable privacy laws in the Teaching Artist's jurisdiction.

4   GENERAL CONDITIONS

4.1   Licence

(a) By accepting the terms and conditions of these GTC, the User is granted a limited, non-exclusive and revocable licence to access and use IDAGIO Academy for the duration of these GTC, in accordance with the terms and conditions of these GTC.

(b) The Company may revoke or suspend the User's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in these GTC by the User.

4.2   Modification of Terms

(a) Modifications to these GTC may become necessary, for example when implementing new technologies, introducing new services and/or the legal framework or its interpretation changes.

(b) From time to time editorial modifications to these GTC will be made, which do not have an impact on the contractual relationship with Company. Such editorial modifications may include corrections of typing errors or updates of contact details which form part of the agreement.

(c) In the case that modifications to these GTC are made, which would affect the contractual relationship between User and Company, Company will inform the User explicitly of the modifications through a conspicuous notification within IDAGIO Academy or by sending an email or other communication in text form to the contact details provided. Such notification will contain a reference to the User's right to object to the modifications, as well as a reference to the consequences of the objection.

(d) In case the User does not wish to continue using IDAGIO Academy under the new GTC, the User may terminate the agreement by sending a message in text form (e.g. via e-mail: contact@idagio.com or letter). Company will set a reasonable period of time during which User may object to the changes and will inform User about the consequences of such objection.

(e) If the User does not object within such time, the User's consent to the changes will be deemed given.

4.3 Support

(a) The Company provides User support for IDAGIO Academy via the email address contact@idagio.com.

(b) The Company shall endeavour to respond to all support requests within 3 days.

4.4 Hosting & Improvements

(a) The User agrees and accepts that IDAGIO Academy is:

i Managed by the Company and hosted by its third party service provider Aeyons PTY LTD, Level 21, 357 Collins Street Melbourne, VIC 3000 Australia and shall only be installed, accessed and maintained by the Company, accessed using the internet or other connection to the Company servers and is not available 'locally' from the User's systems; and

ii Managed and supported exclusively by the Company from servers leased from third parties and that no 'back-end' access to IDAGIO Academy is available to the User unless expressly agreed in writing.

(b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter IDAGIO Academy.

4.5 Third Party Dependencies

The User agrees and acknowledges that IDAGIO Academy has third party dependencies which may affect its availability, including (without limitation) internet service providers and hosting services, and that the Company has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such. Such third parties may impose their own terms and conditions and privacy policy. The User accepts and confirms that Company is not liable for any conduct, service or content of any third party in connection with the use of their websites, applications or services.

4.6 Use & Availability

(a) The User agrees that they shall only use IDAGIO Academy for legal purposes and shall not use it to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.

(b) The User is solely responsible for the security of their username and password for access to IDAGIO Academy. The User shall notify the Company as soon as they become aware of any unauthorised access of their IDAGIO Academy account.

(c) The User agrees that the Company shall provide access to IDAGIO Academy to the best of its abilities, however:

i Access to IDAGIO Academy may be prevented by issues outside of its control; and

ii It accepts no responsibility for ongoing access to IDAGIO Academy.

4.7 Privacy

The Company maintains the Privacy Policy in compliance with EU GDPR for data that it collects about the User and the Teaching Artists. The Privacy Policy is displayed on the Site.

4.8 Intellectual Property

(a) **Trademarks.** The Company has moral & registered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.

(b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that they shall not infringe on any third-party rights through the use of IDAGIO Academy.

(c) **IDAGIO Academy Platform.** The User agrees and accepts that IDAGIO Academy is the Intellectual Property of the Company and the User further warrants that by using IDAGIO Academy the User will not:

    i   Copy IDAGIO Academy or the services that it provides for the User's own commercial purposes; and

    ii   Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in IDAGIO Academy or any documentation associated with it.

(d) **Content.** All content submitted to the Company, whether via IDAGIO Academy or directly by other means, and any recordings of a Lesson, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to IDAGIO Academy.

4.9 Liability & Indemnity

(a) Company's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:

(i) Company or the providers of third party offers shall be liable up to the amount of the foreseeable damages typical for the respective type of contract due to a breach of material contractual obligations;
(ii) Company or the providers of third party offers shall not be liable due to a slightly negligent breach of any other duty of care applicable.

(b) The preceding limitations of liability shall not apply for losses arising from death, injury to body and health, for damages after the acceptance of a guarantee for the condition of a product and for defects intentionally misrepresented by silence. The liability under the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected. To the extent that the liability of IDAGIO or the respective provider of third party offers is excluded or limited, this also applies to the personal liability of employees, representatives, assistants and other auxiliary persons.

(c) Clauses 4.9 (a) and (b) shall apply accordingly to Company's liability for futile expenses.

(d) The User agrees that they use IDAGIO Academy at their own risk.

4.10 Termination

(a)   Either party may terminate these GTC at any time by giving the other party written notice (e.g. via e-mail or letter).

(b)   Termination of these GTC is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these GTC up to the date of expiry or termination.

4.11 Consumer's Right of Withdrawal

(a)   If Customer is a consumer, Customer shall be entitled to withdraw from the contract within fourteen (14) days without giving any reason for doing so. The deadline for withdrawal shall be fourteen (14) days from the date on which this contract has been concluded.

(b)   In order to exercise the right of withdrawal, Customer must notify Company (IDAGIO GmbH, Tempelhofer Ufer 17, 10963 Berlin, Germany, e-mail: contact@idagio.com) of its decision to withdraw from this contract in a clear declaration (e.g. by sending us a letter by mail, fax or e-mail). Customer may use the withdrawal form template below for this purpose; however, this is not obligatory. The withdrawal deadline shall be deemed to be met if Customer sends the communication concerning the exercise of the right of withdrawal before the expiry of the deadline.

(c)   Consequences of withdrawal: If Customer withdraws from this contract, Company must reimburse any payments Company has received from Customer, including delivery costs (excluding any additional costs incurred if Customer has selected a different type of delivery to the cheapest standard delivery option offered by Company) without delay, but no later than fourteen (14) days after the day on which Company receives the notice of Customer's withdrawal from this contract. Company will use the same payment method Customer used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; under no circumstances will Customer be charged a fee for this refund.

(d)   In the case of a contract, the subject matter of which is the delivery of digital contents or services other than on a physical carrier, the Customer may lose its right to withdrawal if: The performance of the contract has begun with the Customer's express consent prior to the end of the withdrawal period, and the Customer's acknowledgment that Customer thereby loses its right of withdrawal By accepting these GTC the Customer acknowledges such loss of his right of withdrawal.

(e)   To make use of the right of withdrawal the Customer may use the following, non-obligatory withdrawal form template:
        Withdrawal Form Template
        (If you wish to withdraw from the contract complete and return this form)
        – To IDAGIO GmbH, Tempelhofer Ufer 17, 10963 Berlin, Germany
        I/We(*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / provision of the following service (*)
        Ordered on (*)/received on (*)
        – Name of the consumer(s)
        – Address of the consumer(s)
        – Signature of the consumer(s) (only when sent by message on paper)
        – Date
        (*) Delete as applicable

4.12 Communication & Notices

The User may send any notice in connection with this agreement IDAGIO GmbH, Tempelhofer Ufer 17, 10963 Berlin, Germany, e-mail: contact@idagio.com. Company will send any notice in connection with this agreement to one of the contact details the User provided in the user profile. The User is obligated to update its user profile, in particular its email address, whenever any of the contact details have changed.

4.13 General

(a) **Special Conditions.** The parties may agree to any Special Conditions to these GTC in writing, in particular the terms set out in the Teaching Artist Agreement between Teaching Artist and Company.

(b) **Assignment.**

i The User may not assign or otherwise create an interest in these GTC.

ii The Company may assign or otherwise create an interest in its rights under these GTC by giving written notice to the User.

(c) **Prevalence.** To the extent these GTC is in conflict with, or inconsistent with any Special Conditions made under these GTC, the terms of those Special Conditions shall prevail.

(d) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these GTC.

(e) **Relationship.** The relationship of the parties to these GTC does not form a joint venture or partnership.

(f) **Governing Law.** German law shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods. If User is a merchant, a legal entity under public law, or special assets (Sondervermoegen) under public law, exclusive place of jurisdiction for any and all disputes arising from or in connection with this agreement shall be Charlottenburg, Berlin, Germany. This shall also apply if User do not have a general place of jurisdiction in Germany or if User relocate its place of residence or habitual place of abode to a location outside Germany or in case its place of residence or habitual place of abode is not known at the time the proceedings are brought in the courts. Arbitration proceedings shall be excluded.

(g) **Severability.** Any clause of these GTC, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these GTC.

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