

TERMS & CONDITIONS

These **Terms and Conditions** apply to Services provided by Cultural Sustainability Consulting SRL, further referred to as ("**CSC SRL**"), a Romanian legal entity with registered address at Piaţa BUCUREŞTI, Nr. 2, CAMERA 1, Bloc D10, Ap. 86, 410114, Oradea, Bihor, Romania, registered with the Bihor Trade Registry under no. J5/907/2021, Tax Identification Code 44041886.

The Workshops

In order to purchase an Online Workshop, you must provide the required information and pay the amount specified. You must ensure that all information provided is complete and accurate.

When you place an order for an Online Workshop, you are offering to purchase that Online Workshop on the basis of the Terms and Conditions..

These Terms and Conditions govern your access to and use of the Website and the content on the Website. By accessing and using the Website, you agree to these Terms and Conditions. If you do not agree to any of these Terms and Conditions, you may not access or use the site. CSC SRL reserves the right to modify these Terms of Use at any time, at its sole discretion. Your use of the Website following any modification will constitute your assent to and acceptance of the modifications.

"Confidential Information" means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products, including, without limitation, the Online Workshop Materials, but does not include information in the public domain other than through the default of the party disclosing the information,

information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

"Online Workshop Material" means the information provided by CSC SRL to accompany a course provided as part of the Services in electronic form.

"Fees" means the fees paid by you to CSC SRL for the Workshops and Packages..

"Intellectual Property Rights" means copyright, rights in or relating to databases, patent rights, performers' rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

"Online Workshop" means the delivery by us of an online workshop pursuant to which you learn remotely.

"Website" means <u>https://www.culturalintellectualproperty.com/book-online</u>

"Participant/You" means the individual purchasing the Workshops.

Pricing and Payment

Any fees and charges will be paid before the Workshops start. The fees are payable once you register for the Workshops. We only accept online payments. Our Website works with integrated payment via Stripe. A service fee is retained by Stripe from the beneficiary account (i.e. from us - Cultural Sustainability Consulting SRL). We also accept and prefer direct wire transfers for both Individual Workshops and Packages.

Prices of Workshops and Services may change at the discretion of the Website Provider.

Packages:

To book a Package, please send us an inquiry e-mail at office@culturalintellectualproperty.com and we will get back to you with the contact form and payment details. Once we receive the payment and information, we will send you the confirmation details via mail. Payment for Packages are only accepted via wire transfer.

Cancellation & Refund Policy

Once booked, Packages cannot be cancelled. In the event of impossibility to participate by the Participant, the booking spot can be transferred to an individual of your choice at no extra cost. Workshop participation can be cancelled 14 calendar days in advance, for justified reasons. You will be eligible to receive a 75% refund of the paid fees.

Workshops/Packages may get cancelled at the discretion of the Website Provider. In case of such cancellation, the Participant will be offered a credit note that they can use for any other Workshop/Packages or any other Service offered by the Website Provider.

Intellectual Property

The CIPRI® Workshops are an educational service developed under the Cultural Intellectual Property Rights Initiative® trademark. All the contents of the Workshops including but not limited to activities, presentations, video recordings are under the ownership and license of CSC SRL ("the Creative Content"). Intellectual Property refers to all aspects of the Website, the online Academy and the related Content. Intellectual Property will mean: trademarks, service marks, trade names, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights computer software. database in www.culturalintellectualproperty.com/cultural-sustainability-academy rights, topography rights, moral rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and rights to apply for and be granted renewals or extensions of, and claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; patents, copyrights and neighbouring and related rights, trade secrets. As an Academy participant you agree to refrain from disseminating or commercially exploiting the Creative Content without the express written consent, credit and compensation of the rightful owner.

Governing Law and Jurisdiction

The Services, Courses and Academy are managed by Cultural Sustainability Consulting SRL, legally represented by Monica Boța-Moisin. The provision of services by CSC SRL is governed by Romanian Law and any dispute related to the provision of services and these Terms of Use will be governed by the laws of the State of Romania, excluding its conflicts of law provisions.

<u>Full agreement</u>: You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use of the website, and supersede and govern all prior proposals, agreements, or other communications.

Amendments: We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the website and providing notice of such change. Any changes are effective immediately upon posting to the Site and release of notice of such change. Your continued use of the website thereafter constitutes your agreement to all such changed Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the website.

No agency / partnership: Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.