



Terms and Conditions

Definitions

“This Agreement” means this Terms and Conditions document set out hereafter.

“Arty Bart Photo” or “We” or “Us” or “Our” means Oculum Ltd. T/A Arty Bart Photo, Company No.13303365, Registered in England & Wales, Reg Office: HMB Accountants Limited, 18a Manor Way, Belasis Hall Technology Park, Billingham, Teesside, TS23 4HN. admin@artybartphoto.com

“The Website” means www.artybartphoto.com

“Our Services” means:

- a) any online course We offer through The Website or any associated social media pages or groups, or other means electronic or otherwise.
- b) any training and/or any assistance we supply via telephone call, video call, webinar, in person or by any other means.

“Training Material” means any material and or information in any format (including recorded, delivered live, video, audio, webinar, written, text, image or otherwise) which is used in delivering any of Our Services.

1) Your Agreement

Please read the following terms before accessing any of Our Services.

- a) By accessing Our Services (which includes, registering, purchasing, visiting, accessing a course/course module, or booking and/or undertaking a training call), you accept and agree to all of the terms set out in This Agreement.
- b) If you do not agree to the terms of This Agreement, you may not access Our Services.
- c) By using Our Services, you agree that you have read, understood and agree to the terms set out in This Agreement.
- d) We may make modifications to This Agreement at any time at our discretion. You agree to periodically review this agreement to make yourself aware of any modifications. By continuing to access Our Services you agree to any modifications We make.
- e) Any changes, modifications, additions or deletions We may make to This Agreement in accordance with clause 1d above will be effective immediately.

- f) If you do not agree with any of the terms set out in This Agreement you must cease accessing any of Our Services immediately.

2) Access to Courses and Services

- a) We reserve the right to change the content of any of Our Services at any time.
- b) In the instances we sell “lifetime access” to our online courses, that means that you will have access to the course **so long as it is available**. “Lifetime access” to our courses is subject to the following:
 - i) We reserve the right to discontinue an online course at any time. Should this happen we will take reasonable steps to allow you to download course materials prior to it being taken offline.
 - ii) We reserve the right to discontinue and or delete accounts that have not been accessed in the preceding 12 months. We may charge an administrative fee to re-instate such accounts, and require your proof of purchase before doing so.
- c) Where a course does not specifically state that it is being sold, or given with “lifetime access” at the time of enrolment, no lifetime access rights (as laid out in clause 2b above) are given whatsoever. The course will remain accessible to you entirely at our discretion. We may discontinue or prevent access to that course as we deem fit.
- d) If you fail to complete any online course or course module you will not be eligible for a refund.
- e) If for any reason you are granted more than one licence to use our Training Material or courses and fail to use all of them, you will not be eligible for a refund.

3) General and Governance

- a) All rights not expressly granted in This Agreement are reserved.
- b) This Agreement shall be governed by and construed in accordance with the laws of England and Wales. This applies both to the assessment of liability and quantum.

4) Financial and Licencing

- a) Our fees/prices/pricing structures are as stated on The Website. We may review these pricing structures and make changes from time to time at our discretion.
- b) Our prices are in UK pounds (GBP) We issue invoices in UK pounds (GBP). We reserve the right to deal in any other currency in the future.
- c) You must pay in the currency shown on the invoice.
- d) Currency conversion charges from any other currency to that shown on the invoice is your responsibility.
- e) Any sales taxes relevant to the country where the course takes place will be added to the course fees and/or other charges for Our Services in accordance with that country's tax regulations.
- f) By signing up for any of Our Services, you are agreeing to our payment terms set out in This Agreement.
- g) Fees for Our Services include ONE license to use the relevant Training Materials and course content for your personal use. Each license is valid to one person only (i.e. you) and cannot be exchanged or shared. The copyright relating to all course content and Training Materials remains with Us. For further information see clause 6 below.
- h) All discounts to Our Services, whether advertised or stated in correspondence, are mutually exclusive i.e. only one discount can be applied to any one booking/purchase.
- i) Usually payment will be made at the time of booking or signing up for Our Services, whether it is a course or a training call etc. If for any reason this has not happened payment must be made before you access Our Services (e.g. you physically log onto your online course or take a training call). Late payment may incur penalty charges including removal of any discounts.
- j) We reserve the right to charge interest on late payments at a rate of 8% above the Bank of England's base rate.

5) Cancellations and Refunds

- a) You can cancel your order for Our Services up to 14 days after the purchase date. You have no right to cancel the order after that date.

- b) If you have accessed any of Our Services, such as undertaken a training call, webinar, or accessed your online training course you will lose your right to cancel your order within the 14 days of purchase stated in clause 5a above.
- c) Save for clause 5b above, in the event you cancel your order of an online course within the 14 day limit you will receive a refund and your access to the course will be immediately terminated.
- d) Where you have booked a training call or webinar and wish to cancel:
 - i) If cancellation is in excess of 48 hours prior to the scheduled meeting/webinar a full refund will be made.
 - ii) If cancellation is less than 48 hours prior to the scheduled meeting/webinar we may charge half the meeting fee and refund half.

6) Training Materials and Other Content

- a) All Training Material is property of Arty Bart Photo, and the copyright and ownership of those materials remains with Us in accordance with clause 8 below.
- b) On buying Our Services you are granted ONE licence for you to use the relevant Training Materials for your personal use only. Purchasing Our Services does NOT mean ownership of any course and or Training Materials transfers to you.
- c) You will not copy, share, modify, transmit, distribute, or in any way, exploit any Training Materials other than for your individual learning. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
- d) You will not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the any Training Materials.
- e) Any Training Materials or any articles audio or videos We may produce are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- f) Arty Bart Photo does not warrant that any of its Training Materials or other articles audio or videos will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is your responsibility.
- g) Arty Bart Photo may make improvements, changes, or deletions to our Training Material at any time without prior notification.

7) Third Party Content

- a) Arty Bart Photo makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to:
 - i) any information found on a link located on The Website that allows users to access information found on another site;
 - ii) material which has been placed in the comments section of The Website or on and social media pages or groups associated with Arty Bart Photo (including but not limited to Facebook, Instagram and YouTube).
- b) Arty Bart Photo does not warrant the existence or functionality of any website which can be accessed through a link located on The Website.

8) Copyrights, Trademarks and Other Proprietary Rights.

- a) Arty Bart Photo and/or its third party content providers shall retain all worldwide rights in the intellectual property in and on The Website or other media we use to communicate through such as email and social media accounts.
- b) Intellectual property in the context of clause 8a above may include but is not limited to, Training Material, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of The Website and/or Training Materials, its colour combinations, layout, and all other graphical elements, and the copyrights in and to its original content.
- c) You should assume that everything you read or see on The Website, Our email, or Our social media accounts is copyrighted, trademarked, or otherwise protected and owned or licensed by Arty Bart Photo.
- d) Nothing that you read or see on The Website or in Our online courses or other Training Material may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of Arty Bart Photo, except as otherwise agreed with Arty Bart Photo in writing.

9) Confidentiality

- a) Any personal information you give Us will be dealt with in accordance with Our [privacy policy](#) which can be found on The Website.

- b) We may make modifications to Our privacy policy at any time at Our discretion. You agree to periodically review this our privacy policy to make yourself aware of any modifications. By continuing to access Our Services you agree to any modifications We make to Our privacy policy.
- c) Any changes, modifications, additions or deletions We may make to Our privacy policy in accordance with clause 9b above will be effective immediately.

10) Disclaimers and Limitation of Liability

- a) This clause (10) is applicable to but not limited to any damage or injury including that resulting from the negligence of or from an omission of Arty Bart Photo, any computer virus or other similar item, telecommunications errors, or unauthorized access to or use of user information through theft or any other means.
- b) Arty Bart Photo does not accept responsibility or liability for death, bodily injury or illness caused to you.
- c) Arty Bart Photo does not accept responsibility for damage to any of your photographic equipment however caused. This exclusion of liability includes but is not limited to any damage caused to your equipment when you are practicing techniques taught as part of Our Services.
- d) From time to time, access to Our Services may be unavailable due to software issues, server downtime, increased internet traffic or downtime, programming errors, regular maintenance of the system, problems with telephone lines and other reasons relating to modern infrastructure. This is inevitable in the world that we live and We accept no liability for any losses or expenses caused by such disruption to Our Services. We will endeavour to provide notice of any shut-downs for planned maintenance or upgrades. Please bear with Us.
- e) You access The Website, Our Services, Our online courses, our social media accounts, voice/video calls or webinars with Arty Bart Photo at your own risk. These services are provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory. Any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. Arty Bart Photo does not warrant any particular results will be obtained from it's training.
- f) Arty Bart Photo does not warrant that the information on The Website, or information which can be obtained from Our Services is accurate, complete or

complies with any particular law or regulation, or that the operation of and your access to The Website or our social media pages or groups will be uninterrupted, error-free, virus-free or completely secure.

- g) Your use of The Website or our social media pages or groups is at your sole risk and any content that you download is downloaded at your own discretion and risk. You are solely responsible for any damage to your computer system, and for any loss of data that results from the downloading of any such content, including any damages resulting from computer viruses.
- h) Arty Bart Photo is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect The Website or any of its social media pages or groups or any other web pages.
- i) Under no circumstances shall Arty Bart Photo or any of its affiliates, agents, employees, officers, third party content providers, successors or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial or non-commercial damages or losses.
- j) Arty Bart Photo will not be liable for any damages in excess of the amount you paid us for access to Our Services, even if Arty Bart Photo has been informed of the possibility of such damages, or for any claim by any other party.
- k) In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract.
- l) Arty Bart Photo provides access forums for student discussion both on The Website (currently in the comments sections) and via its various social media pages and groups. Arty Bart Photo will not be held responsible for any content posted in these forums.
- m) Arty Bart Photo may offer advice to students but will not be held liable for any action taken from any advice given. Any advice provided (on equipment purchasing, or camera techniques by way of examples) is to be viewed as guidelines only, and any decision you make based on that advice is entirely your own.
- n) Arty Bart Photo does not accept liability for any loss or additional expense caused by delay or interruption to travel services, weather conditions, civil disturbance, industrial action, strikes, wars, floods, sickness or force majeure. Such losses or additional expenses are your responsibility. Force majeure represents unusual and unforeseeable circumstances such as war or the

threat of war, riots, terrorist activity, civil strife, industrial disputes, natural or nuclear disaster, fire, flood or adverse weather conditions.