

## Terms and conditions

### Music Production Academy (MPA)

#### Article 1: General

As long as there is no question of a written shaped deviation, the following terms and conditions are binding. From the moment of registration through the written or online registration of Music Production Academy for one of the following courses, which are taught at Hoogstraat 38a, 3011 PR Rotterdam, this agreement is binding, and will fulfil both parties referred to the mutual obligations in this terms and conditions. This agreement is valid under the following programs:

- Music Production Academy Full Course
- Music Production Academy Hardstyle Course
- Music Production Academy DJ Clinics
- Music Production Academy Producer Clinics
- Music Production Academy Maschine Course
- Music Production Academy Private Lessons

#### Article 2: Obligations of parties

Music Production Academy provides her equipment, facilities, and staff to the student, and will use its best efforts to ensure that these operate within the time frame in which classes are given. The student will actively participate in the lessons, and thus follow this to its best ability.

Conditions of delivery:

Upon registration of a Music Production Academy Course, the following materials are available to the student:

- Curriculum and training materials for both theoretical and practical assignments
- The premises allocated for each specific lesson, studios or external areas.

The stated course material has no consequences for the price of the chosen course. This is included in the total costs that will be charged to the student.

#### Article 3: Exclusion from participation

Registrations by employees of other audio classes and / or organizations that reasonably can be regarded as a competitor of Music Production Academy, are excluded from participation. Exceptions to this are made only by permission of the owner of Music Production Academy (Mr. M.W.J. Verton).

#### Article 4: Cancellations

A cancellation of registration is only possible when it is submitted four weeks before the start of the course, and will be free of charge. Upon a cancellation of enrolment within these four weeks, 50% of the total costs are charged for the respective Course.

If a participant enrolls within four weeks before the start of a course there is a period of fourteen days where the student can cancel from the Course starting on the day registered. Discharges within these fourteen days are free of charge with exception of the instalment. For cancellations outside the fourteen-day period, Music Production Academy will charge 50% of the total costs.

The Full Course and Hardstyle Course will only start when there is a minimum of three registrations per class. When the registrations exceed Music Production Academy capacity, registrations will be accepted in the order in which they register.

#### Article 5: Termination and re-entering

Termination during Full Course and Hardstyle Course offered by MPA is possible with a notice period of three months and two months respectively. Re-entering is possible provided there is room for placement. The student in question is not required to retake the lessons he/she already followed.

Products (hardware and software) that are part of a registration deal made possible by Music Production Academy, such as a gift with registration and/or discounted products will be fully charged when a student terminates a course prematurely.

#### Article 6: Failure to meet financial obligations

When a student is unwilling or unable to pay the tuition, Music Production Academy is regardless of reason in their right according to the terms and conditions to involve a collection agency to collect the indebted amount from the student. When the collection agency adds additional costs, directly or indirectly, these costs will be borne entirely by the student.

When multiple instalments are overdue Music Production Academy reserves the right to deny a student entry to the lessons.

#### Article 7: Liability

When damage caused by the fault of the student occurs, Music Production Academy is in no way responsible, and any damage due to misconduct will be charged to the student. Music Production Academy has the right to expel the student due to misconduct from the course, by which the consequences of payment applicable to Article 4: Cancellations apply.

When a student causes damage during the travel to, from, or within the facilities of the Music Production Academy, the student will be liable. Therefore the student hereby states that Music Production Academy is free from all claims that are described in this article.

#### Article 8: Force majeure

When there is a clear presence of force majeure, Music Production Academy is fully within its rights to delay lessons and is exempted under these circumstances from any liability for damages or costs for the student. The following forces majeure are applicable: fire, illness, natural disasters, delays, power failures, strikes, government measures, blackouts, robberies, burglaries, weather conditions, riots, government measures, traffic barriers, bankruptcy of suppliers, equipment failure as well as reasonably unexpectedly emerging and not directly solvable faults which relate to the equipment.

If the student cannot attend a class, Music Production Academy will try to let the student take the class on another course day. However, if the schedule does not allow this then the student is not entitled to a refund of tuition.

#### Article 9: Registration and acceptance to the program or course

Music Production Academy is only bound to a registration when this is received via writing or e-mail and confirmation of registration has been accepted and the first payment is received by MPA. The student is bound by the agreement. If any of the courses or training is fully booked then Music Production Academy will refuse future registrations.

#### Article 10: Applicable law

These terms and conditions are registered within the Dutch law. Disputes arising out of these terms and conditions or relating to these terms and conditions will be presented to the court.

#### Article 11: Complaints

If the participant has complains about the lessons or teaching materials then the complaint can be send in by writing (mail or email) and are passed to Mr. M.W.J. Verton (owner). He will reply to the complaint within seven days. Complaints will be treated confidentially, filed and processed within the prescribed period.

If, within 14 days after sending the complaint no clear solution will be presented, the parties (participant and Mr. MWJ Verton) jointly choose an independent third party that has jurisdiction over such a complaint and will judge the settlement. The judgment of the Appellate Court is binding, and the

consequences will be handled as soon as possible by MPA.

For questions, comments or tips the participant can of course always contact one of the teachers.

#### Article 12: Examinations and retakes

The exams (theory and practical lessons) are assessed by the teachers of Music Production Academy. If there is a theoretical exam then this may be retaken once within four weeks after the first exam. This does not result in extra charges. The practical assignment has to be complete and turned in one month after completion of the lessons. If the participant does not pass the retake or the practical work is not handed in on time then there will be a personal interview in which further possibilities will be discussed.

#### Article 13: Confidentiality

All information provided to the participant, by Music Production Academy or one of the teachers are absolutely confidential and may never be shared with third parties.

#### Article 14: Copyrights

In some cases, the participant works with musical works not owned by him or her. These musical works are copyrighted. The participant is under no circumstances allowed without permission from Music Production Academy to use these musical works in their own productions.

#### Article 15: Equipment and facilities

It is expected of the participant to deal as carefully as possible with the equipment and facilities placed at his or her disposal. In case of damage to equipment or facilities the participant directly responsible must point this out to the teacher. Further steps will be taken to see who to recover the costs of the damage from those responsible.

#### Article 16: Recording/filming lessons

The student is not allowed to capture images or film within the classroom or during each one of the courses.

#### Article 17: Enrolment/participation

The student is enrolled if the following requirements are met:

- The registration form is completely filled in.
- The student has received a confirmation of registration.
- The student has met the first payment or instalment.

#### Article 18: Retake of lessons

If the participant declares no later than 24 hours before the start of the lessons that he / she cannot participate, then this lesson can be retaken at a time MPA indicates. If the participant cancels or does not show up within these 24 hours this option expires, provided there is no forces majeure or extraordinary circumstances.

#### Article 19: Confidentiality

All information provided by customers is confidential to the educational institution, its staff and the teachers.