

GENERAL TERMS AND CONDITIONS

Keli Network Inc. dba Jellysmack and its affiliates (“Jellysmack” or “we”) provides The Creative Academy website at www.the-creative-academy.com (the “The Creative Academy Site”) to all visitors to the Site (“Visitor” or “you” or “Customer”) subject to the following terms and conditions (the “Terms”). By accessing, using, and/or purchasing the training courses provided on The Creative Academy Site, you agree to these Terms. We may periodically change the Terms at our sole discretion without prior notice to you, so please check back from time to time. For an explanation of Jellysmack’s practices and policies related to the collection, use, and storage of the The Creative Academy Site visitors’ information, please read our [Privacy Policy](#).

Conditioned upon your acceptance of these Terms, Jellysmack hereby grants you permission to access and use The Creative Academy Site as set forth in these Terms. If you do not agree with these Terms, do not use The Creative Academy Site.

LEGAL CAPACITY

The Customer declares that you have the full legal capacity to commit to the terms, conditions, obligations, affirmations, representations, and warranties set forth herein, and to abide by and comply with these Terms. Should you access and/or use The Creative Academy Site and/or purchase Training Courses (as defined below) on behalf of another legal entity, you hereby represent and warrant that you have the legal authority, actual or implied, to bind that entity to these Terms. Any order or purchase of an online training course from Jellysmack, which results in the establishment of personalized accesses to the Educational Platform(as defined below), assumes that the Customer acknowledges having read these Terms, having understood them and accepted them with full knowledge of the facts contained therein.

THE CREATIVE ACADEMY WEBSITE

The purpose of these Terms is to specify the rights and obligations of the Parties governing the use of The Creative Academy Site and the purchase of online Training Courses (as defined below) (e-learning) via The Creative Academy Site. The Creative Academy Site, including without limitation, the text, graphics, logos, icons, images, and videos and the selection and arrangement thereof, in addition to any along with any enhancements to or derivative works thereof (the “Site Content”) is the exclusive property of Jellysmack or its licensors and, to the extent applicable, is protected by U.S. and international copyright laws. Neither the Site Content nor functionality of The Creative Academy Site, may be copied, reproduced, modified, reverse engineered, altered (including the removal or disabling of any security or technological safeguards, disclaimers, or legends) uploaded, published, uploaded, posted, transmitted, or distributed in any way without our written permission, except for those uses specified in “Use of Site” below. All rights not expressly granted are reserved. Changes to The Creative Academy Site may be made at any time without prior notice to you.

USE OF THE CREATIVE ACADEMY SITE

Jellysmack hereby grants you a limited, non-exclusive, non-transferable, revocable license for the term hereof to access The Creative Academy Site provided that you do not modify or otherwise make any derivative uses of The Creative Academy Site in any way, use of any data mining, robots or similar data gathering or extraction methods; do not download (other than the page caching) any portion of The Creative Academy Site or any information contained therein, except as expressly permitted herein by Jellysmack; do not use The Creative Academy Site other than for its intended purpose and that you otherwise comply with these Terms. You may not otherwise reproduce, modify, reverse engineer, distribute, transmit, post, or disclose The Creative Academy Site without Jellysmack's prior written consent. In addition, you may not "mirror" The Creative Academy Site or the Site Content or any portion thereof without Jellysmack's express written consent. Nothing on The Creative Academy Site should be construed as granting directly or indirectly, or by implication any license or right to use any Jellysmack intellectual property other than as expressly set forth herein. The license granted in this section terminates automatically and immediately if you do not comply with these Terms.

You acknowledge and agree that Jellysmack may stop (permanently or temporarily) providing The Creative Academy Site (or any features within The Creative Academy Site) to you or its Visitors generally at any time at Jellysmack's sole discretion, without prior notice to you. You may stop using or accessing The Creative Academy Site at any time and do not need to expressly inform Jellysmack when you stop using or accessing The Creative Academy Site.

Further, Jellysmack reserves the right to refuse access or exclude any visitor who does not respect the Terms and Privacy Policy, without prejudice to any damages faced or interest by the visitor and without prior notification. Jellysmack may also delete any contribution or comment, particularly in the event that it infringes on applicable law or in the event of a complaint being filed by a third party.

The Customer acknowledges that acceptance of these Terms shall take precedence over the terms of any other general conditions of purchase or any other terms and conditions.

CREATING AND USING A MEMBER ACCOUNT

To access and use certain sections and features of the Creative Academy Site, you must first register and create an account ("Member Account"). You must provide accurate and complete information when creating your Member Account.

If someone other than you accesses your Member Account and/or any of your settings, they will be able to perform all actions available to you, including making changes to your Member Account. Therefore, we strongly encourage you to keep your Member Account login information secure. All such activities shall be deemed to have been performed in your name and on your behalf, and you shall be solely responsible for all activities that take place within your Member Account, whether specifically authorized by you or not, and for any damages, expenses, or losses that may result from such activities. You are responsible for the activities conducted

within your Member Account, in the manner described, if you have negligently allowed any third party to make use of your Member Account by failing to take reasonable care to protect your login credentials.

We may terminate or suspend your access to your Member Account, whether temporarily or permanently, and shall not be held liable for doing as much. Such action shall be taken to protect us, our website and services, and other users. This action shall also be taken in the event that you violate any provision of these terms and conditions, or any applicable law or regulation relating to your use of the website or Member Account. Such action may be taken without notifying you, if circumstances require immediate action, in which case we will notify you as soon as reasonably possible. In addition, we reserve the right to terminate your Member Account without cause, by sending you two months' notice by email, for any reason. You may stop using your Member Account and request its deletion at any time by contacting us.

TRAINING COURSES

Training Courses are defined as all online training courses offered through the Creative Academy Site, any other type of distance learning offered by Jellysmack, supervision sessions provided by Jellysmack, monitoring of online courses via the third party platform <https://www.talentlms.com/> (the "Educational Platform") all communications via the dedicated third-party platform <https://discord.gg/mNdCabdY3S> ("Discord"), and all associated features, pages and websites housed on the Website, the Learning Platform and the Discord.

Online Training Courses

Jellysmack offers Training Courses with personalized online follow-ups, which are made up of the following components: theoretical modules, practical exercises, and coaching sessions. The Training Courses, whether short, long or made up of several modules, are presented in the form of "e-learning" chapters that allow Customers to benefit from resources and digital educational materials that can be consulted via the Educational Platform.

Jellysmack reserves the right to modify the price and the content of its Training Courses at any time, informing Customers as such by updating the page relating to the Training Course concerned, as well as in the catalog and/or via Discord.

Supervision

Supervision is a privileged time between the Customer and one of The Creative Academy's experts, (the "Trainer"). These sessions aim to consolidate your knowledge and learning. Run as individual sessions, they are geared towards answering the questions and responding to the needs of each specific Customer. In addition to the sessions already scheduled during the Training Course, additional sessions can be booked via a direct message sent to the Trainers on Discord.

REGISTRATION FOR TRAINING COURSES

Jellysmack shall present a webinar detailing the Training Course, including information about the Training Course and modules .

After you watch the webinar, in order to register for the Training Courses, you must do the following:

1. Purchase and pay for the Training Course via [the payment link](#); and
2. Register for the Training Course discussion platform via Discord.

Upon completion of registration, Customers may access the Training Courses the Monday following the training presentation webinar provided that the Customer has attended or watched the introductory session.

TRAINING METHODS

Jellysmack is free to use the methods and teaching tools of its choice and has complete control over the form and content of the teaching tools for the Training Courses.

The overall duration of a Training Course may vary from one Training Course to another. Consequently, Customers commit to obtaining the information specific to their Training Course prior to any registration via the Creative Academy Site, as well as via any documentation made available to them.

Jellysmack shall not be liable or responsible for any error and/or omission in the documentation written by Trainers and provided to the Customer during Training Courses. Customer hereby acknowledges and accepts that Jellysmack is by no means responsible for ensuring the exhaustive nature of this documentation, and that it is not required to ensure that any relevant documentation is updated following the Training Course.

Jellysmack will make all documents relating to the Training Course available to the Customer, including a Certificate of Completion, detailing the objectives, nature and the duration of the Training Course, as well as all relevant invoices, by email, as previously provided by the Customer.

As part of the Training Courses, Jellysmack shall test Customer's knowledge through including but not limited quizzes, exercises, and tests. In order to continue through the Training Course and ultimately earn the Certificate of Completion, Customer must comply with any and all testing methods provided by Jellysmack and may not refuse to undergo the various knowledge validation tests provided.

Customer shall have access to your online training course twenty-four (24) hours per day, seven (7) days per week via the Educational Platform.

Should The Creative Academy Site be unavailable, Jellysmack shall not be held responsible for any physical, material, or moral damage caused by such unavailability. Jellysmack shall endeavor to restoring the Creative Academy Site, so that it remains available to the Customers twenty-four (24) hours per day and seven (7) days per week.

THIRD-PARTY PLATFORMS

As part of the Training Courses offered by Jellysmack, Customer may be required to create an account with, view, link to, utilize, and/or access third party platforms, websites and/or services not provided, hosted or maintained by Jellysmack (collectively "Third Party Platforms"). If you access, utilize, view, link to or create an account with Third Party Platforms you hereby agree and acknowledge that (a) Jellysmack has no control over such Third Party Platforms; (b) you shall adhere to all terms and conditions of such Third Party Platforms; (c) Jellysmack does not assume any responsibility for the content, terms of use, policies, actions or practices of any Third Party Platforms; (d) Jellysmack expressly disclaims all warranties regarding the accuracy, appropriateness, usefulness, safety, infringement, or intellectual property rights of, or relating to, such Third Party Platforms; (e) you are solely responsible and liable for your interaction with such Third Party Platforms and Jellysmack shall have no liability, and you are not relieved of any obligations under the Terms or entitled to any compensation, due to any unavailability of the Third Party Platforms or any change in the ability of Jellysmack to interoperate with the Third Party Platforms.; and (f) you agree to waive, and hereby do waive any legal or equitable rights or remedies regarding the foregoing. Furthermore, you acknowledge that your data will be stored and processed by the Third Party Platform as described in Third Party Platform's legal documentation and you agree that as between Jellysmack and you, you assume all responsibility for any disclosure, modification or deletion of your data and/or content by such Third Party Platforms.

When you use, access, link to, and/or utilize a Third Party Platform, you agree that any content posted by Jellysmack will be used by you for strictly personal purposes. Unless otherwise provided for in the terms of use of the online courses, you are prohibited from reproducing and/or using the trademarks and logos present on such Third Party Platforms, as well as from modifying, assembling, decompiling, attributing, sub-licensing, transferring, copying, translating, reproducing, selling, publishing, exploiting and disseminating all or part of the information, texts, photos, images, videos, and data present on this website, in any format whatsoever. Violation of these mandatory provisions subjects users, and all persons responsible, to the criminal and civil penalties provided by applicable law.

Before sharing any content on such Third Party Platforms, you must ensure that you have the necessary authorisations relating to copyright or other intellectual property rights that may be attached to contributions and/or commentary to such materials, particularly the reproduction and sharing of such materials on the website. In particular, you must ensure that the rights of third parties are respected (copyright, trademark rights, right of publicity).

When you distribute content as part of any online course, you thereby authorize the reproduction and distribution of this content, worldwide, solely within the framework of online courses, unless provided otherwise in the terms of use of these courses.

FINANCIAL TERMS

The prices of Training Courses are provided net, in USD, exclusive of taxes. The current prices of Training Courses are listed either through the online catalog or through webinars provided by Jellysmack. Should these prices differ in any way, the prices provided in the online catalog shall prevail.

To access these online Training Courses, Customer is required to have Internet access as well as certain software necessary to participate in the Training Courses. Internet access and such software is not provided by Jellysmack, shall remain the responsibility of the Customer, and Jellysmack shall have no financial or legal responsibility to procure Internet access or any required software.

Payment for Training Courses may be made via the [payment link](#) via Third Party Platform, Podia. All payments are secured by SSL. Jellysmack utilizes Third Party Platform, [Stripe](#), to process all payments made. Please visit [Stripe's website](#) for more information on how payments are processed and the use of your data.

Upon payment, Customer shall receive an e-mail confirmation of the payment to the email address linked to their account. The e-mail shall constitute an acknowledgement of receipt of the Training Courses.

You may pay the full amount owed in one (1), six (6) or ten (10) installments, with no additional fees or charges.

RETURN POLICY

If you are not happy with your purchase, you may request a refund within seven (7) days and Jellysmack shall refund the fees paid for the Training Courses. Upon refund, your access to any Training Courses will be terminated. You are not entitled to any refunds or cancellations after seven (7) days after payment. Notwithstanding the foregoing, all purchases are not refundable or cancellable.

INTELLECTUAL PROPERTY

Jellysmack shall provide Customers access to a set of digital media (PDF files, Videos, photos, etc.) files in conjunction with the Training Courses (the "Course Materials").

Jellysmack and all of its affiliates (and its respective licensors) retain all right, title and interest in and to the Training Courses and all Course Materials provided by Jellysmack. For the duration of your access to such Course Materials, Jellysmack grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Training

Courses and the Course Materials solely in accordance with these Terms. Such license to access and use the Training Courses and Course Materials does not include a license or other rights to any of the underlying technology infrastructure or code used to provide the Training Courses and Course Materials.

You shall maintain strict confidentiality of all Course Materials shared with you and shall not share such Course Materials with any third parties in any way whatsoever.

The Course Materials may not be reproduced, represented, lent, exchanged or transferred in any way, extracted in whole or in part from the data and/or transferred to any other medium, modified, adapted, arranged or transformed without the prior and express written consent of Jellysmack.

Any reproduction, adaptation or representation (resale, exchange, rental and transfer to third parties) in any way and by any means whatsoever are prohibited and may result in legal, civil or criminal proceedings being filed against Customers, as provided by U.S. and international copyright laws. Customers shall abide by all U.S. and international copyright laws.

Any degradation, representation, reproduction, modification, or commercial use, whether total or partial, of various elements of the present websites are prohibited, and may result in legal proceedings being filed against perpetrators. Acceptance of these general conditions of sale does not grant authorization to represent, reproduce, modify or make commercial use of the various elements of the websites.

ONLINE SPACE (PURCHASE & TRAINING)

Jellysmack secures any Personal Data collected and shared, and have taken all precautions and technical and physical safeguards necessary to comply with this [Privacy Policy](#) and any other applicable data security and data privacy laws and regulations such as GDPR and CCPA.

Jellysmack has also taken all precautions and implemented safeguards necessary to preserve the security and confidentiality of Personal Data by third parties, and in particular to prevent any Personal Data from being lost, distorted, damaged, or disclosed to unauthorized persons. We limit access to the Customer's Personal Data only to employees or technical service providers who reasonably need to come into contact with that Personal Data to provide the Services.

Jellysmack also uses encryption (HTTPS/TLS) to protect data transmitted to and from our Sites and tools. However, no data transmission over the Internet is fully secure, so Jellysmack cannot guarantee the total and complete security of Personal Data transmitted in this way.

Customers must maintain the security of their online purchase and training areas by not sharing user names (e.g. the Customer's email address) and/or password with any third parties. Customers commit to changing their password regularly.

Jellysmack cannot be held responsible for the fraudulent use of a Customer's personal information.

GOVERNING LAW

By using the Creative Academy Site, you agree to comply with all applicable laws and regulations, including but not limited to, privacy laws, copyright laws and other laws regarding intellectual property. These Terms are governed by the laws of the State of New York without reference to the principles of conflicts of laws thereof. Any dispute arising from, relating to or in any manner connected with these Terms shall be litigated in the applicable state or federal courts of the State of New York, to the personal jurisdiction of which you hereby consent. You agree that any cause of action against Jellysmack arising out of or related to the Creative Academy Site and/or the Site Content must commence within one (1) year after the cause of action accrues.

WARRANTY AND LIABILITY

All content and functionality on the Creative Academy Site is provided “as is,” without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Further, Jellysmack makes no warranties or representations about the accuracy or completeness of this Creative Academy Site, the Site Content, or the content of any website linked to the Creative Academy Site.

Jellysmack represents and warrants that the Training Courses shall substantially conform with the descriptions of the Training Courses provided. Notwithstanding the foregoing, Jellysmack provides all Training Courses and Course Materials “as is,” without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Further, Jellysmack makes no warranties or representations about the accuracy or completeness of the Training Courses and/or the Course Materials.

The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

The content and functionality on the Creative Academy Site are provided with the understanding that you shall remain solely responsible for your use of the Creative Academy Site and all Site Content and acknowledge that any reliance upon the Site Content shall be entirely at your sole option and risk. Jellysmack shall not be liable for any indirect, incidental, consequential, or punitive damages or losses or for lost revenues or profits, whether or not advised of the possibility of such damages or losses and regardless of the theory of liability.

INDEMNIFICATION

You hereby indemnify, defend, and hold harmless Jellysmack and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives, and attorneys and their respective heirs, successors, and assigns (“Jellysmack Indemnified Parties”) from and against any and all liability, expenses, costs, or other losses (“Losses”) incurred by Jellysmack and/or Jellysmack Indemnified Parties in connection to any claims arising out of: (i) your use and access of the Creative Academy Site;

(ii) your infringement of any third party's intellectual property rights; and/or (iii) any breach by you of these Terms, including the representations, warranties and covenants you made, if any, by agreeing to these Terms.

GENERAL PROVISIONS

If any provision of these Terms is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, and all other provisions will remain in full force and effect. A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, or of any other right or provision, unless such waiver is acknowledged and agreed to by such party in writing.

Jellysmack shall not be liable for any failure or delay in the performance of any of its respective obligations if prevented from doing so by any force majeure event. Force majeure include but is not limited to: (i) floods, storms, earthquakes, or other similar elements of nature or acts of God; (ii) riots, strikes, civil disorders, rebellions or revolutions in the country in which the Services are being performed; (iii) any other cause beyond the reasonable control of Jellysmack; or (iv) pandemics, epidemics, or quarantines, provided the Jellysmack is without fault in failing to prevent or causing such default or delay, and such default or delay could not have been prevented or circumvented by Jellysmack through the reasonable use of alternate sources, workaround plans or other reasonable precautions. Customer is not entitled to a refund if the Training Courses and/or supervised sessions are canceled due to a force majeure event as defined herein.

Customers agree to treat any information, document, data or concept of which they may become aware in the Training course as strictly confidential, and not to share any such content.

Jellysmack is authorized to subcontract the execution of the services covered by these Terms whether in whole or in part. All obligations applicable to Customers arising under these Terms are only valid with respect to the Jellysmack, which remains liable to Customers.

Customer consents that Jellysmack can use the Customer's corporate and commercial names and/or brands, and, if necessary, those belonging to the group of which it is a part, as a commercial reference on any medium or on any occasion, for marketing and/or advertising purposes, without prior authorisation from the Customer.

The Parties are and shall continue to act independently in the execution of this Agreement, which shall not be construed as creating a relationship of subordination or partnership between them.

Effective as of February 1, 2023.