

Welcome to Creators!

Creators' mission is to improve lives through learning. We create and share educational courses and enable anyone to enroll in these educational courses to learn (students).

The following terms and conditions (the “**Terms**”) apply to our provision and your use of the information, services and materials (“**Online Content and Courses**”) through the Creators website (the “**Website**”) including you visiting and browsing the Website (being a “**Visitor**”) and registering with Creators as a student (a “**Student**”).

These Terms should be read alongside, and are in addition to our policies, including our [privacy policies](#).

Please read these Terms carefully. If you do not agree to these Terms, you must stop using the Website and the Online Content and Courses immediately.

1. About Us

1.1 In these Terms, references to “we” or “us” are to Sold Out guru Limited, a company incorporated in England (registered number 11908560) whose registered address is at 207 Regent Street, Third Floor, London, England, W1B 3HH, United Kingdom.

1.2 In these Terms, references to “you” or “your” are references to you whether as a Student or Visitor.

1.3 Creators offers Online Content and Courses, some of there are from educational institutions and partners from across the world (“**Partner**”).

1.4 If you have any questions about these Terms or wish to contact us for any reason please send an email to info [at] soldout [dot] guru.

2. Using the Website (Student conduct)

2.1 By using this Website and the Online Content and Courses, you confirm that you have read, agree and are in compliance with these Terms and the Policies (each as amended from time to time). Use of the Website and access to the Online Content and Courses by anyone under the age of 13 is strictly prohibited.

2.2 Your use of and access to this Website and the Online Content and Courses are subject to the following conditions (“**Acceptable Use Conditions**”), and you agree that failure to comply with any one of the Acceptable Use Conditions will constitute a breach of these Terms. The Acceptable Use Conditions are as follows:

You agree to use the Website and access the Online Content and Courses only for lawful purposes and your use of the Website and Online Content and Courses is in no way unlawful or fraudulent;

1. You agree not to use or access the Website or the Online Content and Courses for the purpose of harming or attempting to harm minors in any way;
2. You agree not to distribute all or any part of the Website or Online Content and Courses in any medium without our prior written consent, unless such distribution is offered through the functionality of the Website and permitted by these Terms including, without limitation, under section 6.11;
3. You agree not to alter or modify any part of the Website or the Online Content and Courses;
4. You agree not to access the Website or Online Content and Courses through any technology other than the software provided by us or enabled via API's or other generally available third-party web browsers such as Chrome, FireFox, Safari or Internet Explorer;
5. You agree not to (and will not attempt to) circumvent, disable or otherwise interfere with any security related features of the Website or any features that (i) prevent or restrict use or copying of content or (ii) enforce any limitations on you, the use of the Website or access to the Online Content and Courses;
6. You agree not to knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
7. You agree not to use or access the Website or Online Content and Courses for any commercial

uses or for the benefit of any third party, including but not limited to:

1. the sale of access to the Online Content and Courses or any associated content;
 2. the solicitation of business in the course of trade or in connection with a commercial enterprise; and
 3. the solicitation of any Visitors or Students of the Website with respect to their content for commercial purposes;
8. You agree to use the Website and access the Online Content and Courses in a way which does not infringe the rights of third parties or restrict or prevent anyone else's use and enjoyment of the Website, Online Content and Courses;
 9. You agree not to ask for, collect or harvest any personal data of any Visitor or Student of the Website or Online Content and Courses;
 10. You agree not to post, upload, email or otherwise transmit to or otherwise cause us to email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether or not for commercial or non-commercial purposes;
 11. You will not copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content contained on the Website (including without limitation the Online Content and Courses) for any other purpose other than as permitted by these Terms without our prior written consent;

12. You agree not to use the Website or the Online Content and Courses in any manner intended to damage, disable, overburden or impair any Creators server or the network(s) connected to any Creators server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Website;
13. You agree not to use any high volume, automated, or electronic means to access the Website or the Online Content and Courses (including without limitation robots, spiders or scripts);
14. You agree not to frame the Website or the Online Content and Courses, place pop-up windows over its pages, or otherwise affect the display of its pages;
15. You agree not to access or attempt to access any other Visitor or Student's account or falsely state, impersonate, or otherwise misrepresent your identity, including but not limited misrepresenting your affiliations with a person or entity, past or present;
16. You agree not to force headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Website; and
17. You agree not to send, knowingly receive, submit, download, use or re-use any material which does not comply with these Terms and the Policies).

2.3 You agree to comply with these Terms in relation to any Student Content (as defined in paragraph 6.1 below) provided by you in connection with the Online Content and Courses and in

connection with the ability to post messages (as further detailed in paragraphs 6.6 to 6.9 below).

2.4 We grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions, either generally or in specific cases.

2.5 You acknowledge and agree that the form and nature of the Website and Online Content and Courses which we provide may change from time to time without prior notice to you.

2.6 Whilst we do all we can to ensure that the Online Content and Courses are of a high standard, you understand and acknowledge that, in using the Website and Online Content and Courses, you may be exposed to content from our Partner that is factually inaccurate, offensive if taken out of context, indecent to certain people, or otherwise objectionable to you. We are not responsible (legally or otherwise) for any claims you may have against us in relation to this type of content.

2.7 You acknowledge and agree that we may stop (permanently or temporarily) providing the Website, Online Content and Courses (or any part of the Online Content and Courses) to you or to Students generally for whatever reason, at our sole discretion, without prior notice to you.

2.8 You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of that

breach (including, but not limited to, any loss or damage which we or any third party may suffer).

3. Accounts

3.1 You need an account for most activities on our platform, including to purchase and enroll in a course. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information, including a valid email address.

3.2 You have complete responsibility for your account and everything that happens on your account, including for any harm or damage (to us or anyone else) caused by someone using your account without your permission. This means you need to be careful with your password. You may not transfer your account to someone else or use someone else's account without their permission. If you contact us to request access to an account, we will not grant you such access unless you can provide us the login credential information for that account. In the event of the death of a user, the account of that user will be closed.

3.3 If you share your account login credential with someone else, you are responsible for what happens with your account and Creators will not intervene in disputes between students who have shared account login credentials. You must notify us immediately upon learning that someone else may be using your account without your permission (or if you suspect any other breach of security) by contacting us at info [at] soldout [dot] guru. We may request some information from you to confirm that you are indeed the owner of your account.

3.4 Students must be at least 13 years of age to create an account on Creators and use the Services. If you are younger than the required age, you may not set up an account, but we encourage you to invite a parent or guardian to open an account and help you enroll in courses that are appropriate for you. If we discover that you have created an account and you are younger than the required age for consent to use online services, we will terminate your account. You may be requested to verify your identity at any moment. You can terminate your account at any time.

4. Course Enrollment and Lifetime Access

4.1 As a student, when you enroll in a course, whether it's a free or paid course, you are getting from Creators a license to view the course via the Creators platform and Services, and Creators is the licensor of record. Courses are licensed, and not sold, to you. This license does not give you any right to resell the course in any manner (including by sharing account information with a purchaser or illegally downloading the course and sharing it on torrent sites).

4.2 In legal, more complete terms, Creators grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the courses and associated content for which you have paid all required fees, solely for your personal, non-commercial, educational purposes through the Services, in accordance with these Terms and any conditions or restrictions associated with a particular course or feature of our Services. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any course unless we give you explicit permission to do so in a written

agreement signed by a Creators authorized representative. This also applies to content you can access via any of our APIs.

4.3 We generally give a lifetime access license to our students when they enroll in a course. However, we reserve the right to revoke any license to access and use courses at any point in time in the event where we decide or are obligated to disable access to a course due to legal or policy reasons. The lifetime access is not applicable to add-on features and services associated with a course, for example translation captions of courses may be disabled by instructors at any time, and an instructor may decide at any time to no longer provide teaching assistance or Q&A services in association with a course. To be clear, the lifetime access is to the course content but not to the instructor.

5. Payments, Credits, and Refunds

5.1 The price applicable to a course will be the price at the time you complete your purchase of the course (at checkout). Certain courses are only available at discounted prices for a set period of time. If you are a student located in a country where use and sales tax, goods and services tax, or value added tax is applicable to consumer sales, we are responsible for collecting and remitting that tax to the proper tax authorities. In certain countries, the price you see may include such taxes.

5.2 You agree to pay the fees for courses that you purchase, and you authorize us to charge your debit or credit card or process other means of payment (such as SEPA, direct debit, or mobile wallet) for those fees. Creators works with third party payment processing

partners to offer you the most convenient payment methods in your country and to keep your payment information secure.

When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails and you still get access to the course you are enrolling in, you agree to pay us the corresponding fees immediately. We reserve the right to disable access to any course for which we have not received adequate payments.

In some cases, we may issue credits to your account. These credits will be automatically applied towards your next course purchase on our website. Credits may expire if not used within the specified period, and have no cash value.

5.3 When you make a purchase of a course you give your consent to waive the 14-day cooling-off period to cancel as required by Uk law.

6. Your Content

6.1 Throughout your use of the Website, the Online Content and Courses or any other partner's platform (facebook groups), you may be able to provide content by uploading notes and replies, Student discussions, profile pages, other content and media for social interaction, and written assignments, surveys, questions, hypothetical, examples, etc. (collectively, "**student content**").

6.2 We do not claim ownership of any Student Content you may submit or make available for inclusion on the Website or Online Content and Courses. Accordingly, subject to the licence granted to us and any applicable Partner, the Student will be the sole and

exclusive owner of any and all rights, title and interest in and to the Student Content.

6.3 With respect to any Student Content you submit to us or that is otherwise made available to us, you grant us an irrevocable, worldwide, perpetual, royalty-free and non-exclusive licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display or otherwise exploit such Student Content on the Website and/or in the Online Content and Courses, with the right to sublicense such rights for any purpose associated with the provision of the Website and the Online Content and Courses. We reserve the right to remove any Student Content without notice at any time and for any reason.

6.4 To the extent that you provide any Student Content, you represent and warrant that:

1. you have all necessary rights, licences and/or clearances to provide such Student Content and permit us to use and publish such Student Content as provided in paragraph 6.1 to 6.3 above;
2. such Student Content is accurate and complete to the best of your knowledge and belief;
3. as between you and us, you are responsible for the payment of any third party fees related to the provision, publication and use of such Student Content; and
4. such use and/or publication of your Student Content does not and will not infringe or misappropriate any third party rights or constitute a fraudulent statement or misrepresentation.

6.5 With respect to any submissions of Student Content, you agree to comply with all applicable laws including but not limited to

laws regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

6.6 The Website and/or the Online Content and Courses and/or partner's platform (facebook groups) may provide you with the ability to post notes and replies, take part in group discussions, submit assignments or send similar messages and communications to third party service providers, other Students and/or us.

6.7 You agree to use communication methods available on the Website and/or the Online Content and Courses only to send communications and materials related to the subject matter for which we (or any applicable educational partner) provided the communication method, and you further agree that all such communications by you are subject to and governed by these Terms, the Policies and our Code of Conduct.

6.8 By using any of the communications methods available on the Website and/or the Online Content and Courses or any other partner's platform, you agree that:

1. all communications methods constitute public, and not private, means of communication between you and any other parties;
2. communications sent to or received from third party service providers or other third parties are not endorsed, sponsored or approved by us in any manner (unless expressly stated otherwise by us); and
3. most content will be reactively moderated if flagged by Students or Visitors, but we reserve the right to pre-review or

post-review Student Content to ensure that it complies with generally acceptable standards of communication.

6.9 Additionally, through such communication methods set out in paragraph 6.8 above, we may make certain types of services available to you, such as chat room services that allow you to communicate with our staff members and/or staff members of our Partner.

6.10 You acknowledge and agree that the services set out in paragraphs 6.6 to 6.9 above (including without limitation chat room services) may be monitored or recorded for quality control purposes and that the information or material provided as part of the services is included within these Terms and is provided for educational purposes only.

6.11 Any Student Content that is published on the public discussion areas of the Website (for example, the forums or areas where posts are made) will be subject to a Creative Commons Licence (Attribution-Non Commercial-NoDerivs; BY-NC-ND). We will not make available any Student Content related to your assignments or assessments.

6.12 You may not access or use the Services or create an account for unlawful purposes. Your use of the Services and behavior on our platform must comply with applicable local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you.

6.13 If you are a student, the Services enable you to ask questions to the instructors of courses you are enrolled in, and to post reviews of courses. For certain courses, the instructor invites you to submit content as “homework” or tests. Don’t post or submit anything that is not yours.

6.14 We may terminate or suspend your permission to use our platform and Services or ban your account at any time, with or without notice, for any violation of our Terms, if you fail to pay any fees when due, upon the request of law enforcement or government agencies, for extended periods of inactivity, for unexpected technical issues or problems, or if we suspect that you engage in fraudulent or illegal activities. Upon any such termination we may delete your account and content, and we may prevent you from further access to the platforms and use of our Services. Your content may still be available on the platforms even if your account is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, removal of your content, or blocking of your access to our platforms and services.

7. Copyright Policy

7.1 It is our policy that any content included on the Website or within the Online Content and Courses that infringes, or is likely to infringe, the intellectual property rights of any third party will be

removed from the Website as soon as possible after we are made aware of such infringement or potential infringement.

7.2 If you are the owner of intellectual property rights, or are authorised to act on behalf of an owner, or authorised to act under any exclusive right, you should report any alleged infringements of your intellectual property rights taking place on or through the Website by emailing a Copyright Infringement Notice to info [at] soldout [dot] guru, containing at a minimum the details outlined in section 7.4 below.

7.3 We will take whatever action, in our sole discretion, we deem appropriate, including the removal of the challenged content.

7.4 When you notify us in accordance with paragraph 7.2, your written Copyright Infringement Notice must contain the following:

1. statement telling us you believe that you have found content on the Website which you believe infringes your intellectual property rights;
2. which country your intellectual property rights apply to;
3. the title of the content concerned and the full URL for access to that content;
4. statement explaining how the content infringes your intellectual property rights;
5. your mailing address, telephone number and email address so that we can contact you;
6. a statement that the information contained in the notice is accurate and that you are the owner of the intellectual property rights or have an exclusive right in law to bring infringement proceedings in respect of its use; and

7. your signature (an electronic signature is sufficient).

7.5 We will, acting in our sole discretion, terminate Student Accounts and access to the Website and Online Content and Courses if a Student has been notified of infringing activity twice or more (regardless of whether the Student has taken appropriate action as we may direct).

8. Privacy and Security

We respect your right to privacy. Please see our [Privacy Policy](#) for full details.

9. Linking to Other Sites

9.1 The Website may contain links to pages on other websites (“**Linked Sites**”), and those Linked Sites may contain content or offer products and/or services for sale.

9.2 We do not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that:

1. we have no responsibility for the accuracy or availability of information provided by Linked Sites; and

2. we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising or other materials presented on such Linked Sites.

9.3 We may remove any links to Linked Sites from the Website at any time for any reason. We may partner with Linked Sites.

9.4 We will not be liable for any transactions conducted by you with third parties through any Linked Site or for any liability arising from any representations or information provided on such Linked Sites.

9.5 We appreciate that Linked Sites may contain material in which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have linked to any Linked Site does not create or imply any relationship or partnership between us and the operator of such Linked Site.

10. Creators's Intellectual Property Rights

10.1 We are the owner or the licensee of all necessary intellectual property rights in all aspects of the Website and Online Content and Courses including but not limited to the technology, source code, all content, software, scripts, images, graphics and audio (the “**Online Content and Courses IPR**”). The Online Content and Courses IPR is protected to the fullest extent possible by copyright laws. All such rights are reserved. You agree that the Online Content and Courses IPR remain the property of us or the licensor, as applicable, and that all updates and modifications to the

Online Content and Courses IPR will vest in us or the licensor, as applicable. You also agree that you have no rights in or to the Online Content and Courses IPR other than the right to use it in accordance with the terms of the licence in paragraph 5 above. Unless otherwise stated, copyright in the Online Content and Courses belongs to the relevant Partner providing the Online Content and Courses.

10.2 Other than any content submitted to the Website by you, we own or are licensed to use all present and future copyright, registered and unregistered trademarks, design rights, unregistered designs, database rights and all other present and future intellectual property rights and rights in the nature of intellectual property rights existing in or in relation to the Website (“**Creators IPR**”).

10.3 If any Online Content and Courses IPR or Creators IPR vests in you, whether by operation of law or otherwise, you duly assign to us all right, title and interest (whether legal or beneficial) in such Online Content and Courses IPR or Creators IPR, as the case may be, throughout the world to the fullest extent possible, including any and all renewals and extensions of such Online Content and Courses IPR or Creators IPR. You unconditionally and irrevocably waive any and all moral rights you may have either now or in the future existing in or in connection with the Online Content and Courses or the Website.

10.4 You agree to sign and provide all such deeds, documents, acts and things as we may reasonably require in order to assign any Online Content and Courses IPR and/or Creators IPR to us, to carry out the intended purpose of these Terms, or to establish, perfect, preserve or enforce our rights under these Terms.

11. Your Liability to Us

11.1 You indemnify and keep us fully indemnified from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us resulting (directly or indirectly) from:

1. you submitting Student Content to the Website or participating in the Online Content and Courses;
2. your access to or use of the Website or Online Content and Courses;
3. your breach of any of these Terms; and
4. any negligent act or omission, deliberate default or breach of statutory duty on your part.

11.2 Each indemnity in this paragraph is separate and independent from the other obligations in these Terms. Each of these indemnities is to remain fully effective despite any indulgence granted from time to time and despite any judgment or order.

11.3 This paragraph 11 survives the expiry of these Terms.

12. Our Liability to you

12.1 The Website and the Online Content and Courses are provided to you “as is” and we make no warranty or representation to you with respect to them.

12.2 We exclude all representations, warranties, conditions and terms express or implied by statute, common law or otherwise to the fullest extent permitted by law. We accept no liability for any special, indirect, incidental, consequential or economic loss, or any other losses, howsoever caused arising out of or in connection with these Terms. This includes (without limitation):

1. any loss of profit (directly or indirectly);
2. any loss of goodwill; and
3. any loss of opportunity.

12.4 We provide the Online Content and Courses on the Website in good faith but give no warranty or representation that the Online Content and Courses are accurate, complete or up-to-date or that they will meet your requirements, nor that the Website does not infringe the rights of any third party. We accept no responsibility or liability for your use of Online Content and Courses on the Website and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs on the Website, we accept no liability for them. We do not warrant that defects in the Website or Online Content and Courses will be corrected.

12.5 Information transmitted via this Website will pass over public telecommunications networks. We make no representation or warranty that the operation of this Website will be timely, secure, uninterrupted or error-free and disclaim all liability in that respect to the greatest extent permitted by law.

12.6 We accept no responsibility for any loss or damage incurred by you as a result of:

1. any reliance placed by you on the completeness, accuracy or existence of any information or advertising, or as a result of

- any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Website or in relation to the Online Content and Courses;
2. any changes which we may make to the Website or Online Content and Courses, or for any temporary interruptions in the provision of the Website or Online Content and Courses;
 3. the deletion of, corruption of, or failure to store, any Online Content and Courses and other communications data maintained or transmitted by or through your use of the Website;
 4. your failure to provide us with accurate account information; and
 5. your failure to keep your account details secure and confidential.

12.7 We reserve the right to suspend your use of the Website and/or access to the Online Content and Courses at any time for operational, regulatory, legal or other reasons.

12.8 We may terminate your Student Account or access/use of the Website with immediate effect:

1. if we reasonably believe you or any Student you are connected with are in breach of any of these Terms;
2. in order to prevent any fraudulent, unlawful or abusive activity; or
3. if it is necessary to prevent or stop any harm or damage to us, other Students of the Website or the general public

13. Governing Law

13.1 These Terms, your use and access to the Website, and all other policies issued by us whether referred to by us herein or not are governed by and construed in all respects in accordance with the UK laws.

13.2 Any or all disputes arising between you and us (whether contractual or non-contractual) in connection with your access and use of the Website, including as to the validity of these Terms or policy issued by us, will be subject to the exclusive jurisdiction of the courts of England and Wales. For any dispute between you and us, you agree that you will first attempt to resolve it with us informally. In the unlikely event that we are unable to resolve the dispute in this manner within 28 days of the dispute being notified in writing, we both agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any such dispute.

13.3 Notwithstanding paragraph 13.2, you agree that we are permitted to apply for injunctive remedies (or any other types of interim relief) in any jurisdiction at any time.

14. Changes to the Website and these Terms

14.1 We may update or amend these Terms (as well as our Policies or and other guidance we issue) from time to time to comply with law or to meet our changing business requirements. When we update our Terms or Policies, we will take appropriate measures to inform you, consistent with the significance of the changes we make. Any updates or amendments will be posted on the Website.

14.2 We reserve the right to modify, suspend or discontinue all of the Online Content and Courses with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension or termination. By continuing to use the Website, you agree to be bound by the terms of these updates and amendments.

15. Other Important Terms

15.1 If any of these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms remain in full force and effect.

15.2 Only you and we are entitled to enforce these Terms. No third party is entitled to enforce any of these Terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 (which is expressly excluded) or otherwise.

15.3 We may freely transfer or assign any part of our rights or delegate our obligations under these Terms. You are not entitled to transfer or assign, by operation of law or otherwise, any part of your rights or delegate your obligations under these Terms without our prior written consent.

15.4 These Terms, the Policies and the Code of Conduct set out the entire agreement between you and us and replace any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law. Any delay or failure by us to exercise any right we may have under these Terms does not constitute a waiver by us of that right.