

Comicademy Scribble Club Sign-up form

Begin of membership (€ 29 / month)

<input type="text"/>	month	<input type="text"/>	year
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Member

Surname

Given name

Street

ZIP / City / State

<input type="text"/>	<input type="text"/>
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Phone

E-Mail

Date of birth

Pseudonym¹

Only valid for the holder of a German bank account: The account holder hereby authorizes Comicademy for the bank collection of the membership fee (**€ 29.00 / month**) via debit from the below-mentioned account in accordance to the hereby signed agreement.²

Account holder

Account number

Bank code

Credit institution

PayPal account

¹ This is required for representation in our system and for creation of your personal artist folder (gallery). Provided, you do not offer a pseudonym here, a combination of surname, given name and member number will be assigned to you. In case the requested name is already in use, feel free to contact us.

² Members with residence outside of Germany pay their membership fee via PayPal in EUR as far as they do not have a German bank account.

By signatory below the hereby agreed contract the member confirms that she/he has read and understood the attached general terms and conditions for membership to the Comicaademy Scribble Club (incl. contract rescission clause). Furthermore the member agrees that these terms and conditions are part of the contract.

Date / Signature
(member)

Minors have to provide the signature of their legal representative.

Date / Signature
(legal representative)

Members recruit members

If you have been recruited as a new member by a member of the Comicaademy Scribble Club, please fill out the following information (* optional information). The recruiting member will get one month free membership in the Comicaademy Scribble Club.

Surname

Given name

Phone*

E-Mail*

Pseudonym*

Survey

With the following selection (please mark) we would like to ask you how you got to know Comicaademy:

Website

yes

Which one?

Searchengine

yes

Which one?

Newspaper / magazine

yes

Welche?

Acquaintance / friends

yes

Others

yes

Enter information here!

Terms and Conditions

for Comicaademy Scribble Club
version 1.0

The principal agrees that the legally binding version of these terms and conditions only can be the German version. The translation provided here is closest to its legal contents and shall be provided for understanding of those. Nevertheless these terms and conditions are part of the contract in their original German version.

1 Parties

- 1.1 Agent Comicaademy
Dennis Formann
Bültestraße 103
32545 Bad Oeynhausen
www.comicaademy.com
- 1.2 The principal is the member.
- 1.3 The agent shall be called Comicaademy.
- 1.4 The principal shall be called member.

2 Contractual object (membership in Comicaademy Scribble Club)

- 2.1 The membership in the Comicaademy Scribble Club shall be agreed upon.
- 2.2 The membership begins with the 1st of each month and ends at earliest with the last day of the same month.
- 2.3 The monthly membership fee is € 29,00.

3 Services (contractual object)

- 3.1 Kind and type of service shall only be extracted by the hereby agreed contract and eventual side agreements. Not included into the type of service are the costs and the necessary, technical equipment to gain access to the Comicaademy Scribble Club.
- 3.2 The member has the right to take part at the training units of the Comicaademy Scribble Club (CSC). Furthermore the member has the right to use Comicaademy Networks.
- 3.3 The lectures of the CSC are to be used to learn basic and specific skills in the area of cartoon and comic design.
- 3.4 The lectures are held in German language only.
- 3.5 The lectures take place in weekly, 90-minute long live-video lectures.
- 3.6 Between the live-video lectures the member shall be given training assignments for which the member can get feedback by the trainers in a consultation hour.
- 3.7 The member acknowledges that the Comicaademy Scribble Club is not a state accepted apprenticeship.
- 3.8 Comicaademy is allowed to change trainers, the concept, course of action and complexity of the CSC, singular courses and otherwise relevant lectures and activities. This also applies to the place of business. In all these cases the changes must be within an acceptable tolerance for the member. In all the mentioned cases there is no claim for the partly of fully refundment of the membership fee. All claims and requirements of Comicaademy against the member stay persistent.
- 3.9 For reasons which Comicaademy does not have to account for, lectures can be called off.
- 3.10 Should a live-video session be changed or not be held due to act of God, official directive, strike, riots or other urgent grounds, the member cannot claim compensations against Comicaademy. Dropped out live-video sessions will be held at a later time for which Comicaademy will inform the member. If this is not possible, a part of the monthly fee shall be refunded pro rata.

4 Terms of payment

- 4.1 The membership fees are due at latest on the 15th of the previous month on which the payment accounts for.
- 4.2 Payment deadlines are followed once Comicaademy can will about the payment amount within the deadline.
- 4.3 If the service is delayed without the accountance of Comicaademy, the payments are to be performed as if the delay has not taken effect.
- 4.4 Provided that the member does not pay her/his dues partly of fully, the member has to pay an interest amount of 5 % above the ECB base interest rate if Comicaademy does not demonstrate higher damages. All other rights of Comicaademy stay intact.
- 4.5 The fulfillment of all duties on the side of Comicaademy against the member is dependent on the agreed payment terms and miscellaneous duties of the member against Comicaademy.
- 4.6 Should the member not pay the due amount within the mentioned deadline, Comicaademy reserves the right to revoke the member's rights to take part in the live-video sessions and the entrance to the Comicaademy Networks until the payment is made as stated in 4.2. All other claims and demands on the side of Comicaademy against the member shall not be touched.
- 4.7 Payments are to be made via bank collection in accordance of the agreed contract. Members residing out of Germany pay their membership fee via bank transaction. A bank collection agreement is not necessary in this case.

5 Liability

- 5.1 The use of the services of Comicaademy or authorized third parties is on the account and of the own risk of the member.
- 5.2 The liability of Comicaademy, irrespective of the legal grounds, is limited to intend and gross negligence.
- 5.3 Further claims of the member, in particular due to consequential damages, are excluded.
- 5.4 All limitations of liability of this contract are excluded:
- Intend or gross negligence on the account of Comicaademy or their vicarious agents,
 - Personal injuries,
 - Damages that are cause due to the lack of quality which Comicaademy guaranteed,
 - Claims from the product liability law (german: ProdHaftG)

6 Termination

- 6.1 The membership can be terminated at any time to the end of the current month. The right of extraordinary contract cancellation on important grounds remains unaffected. These grounds shall include, in particular, if the member does not obide by the regulations of this contract.
- 6.2 Should a member behave in a fashion grossly contrary to this contract or disrupt lectures, she or he can be excluded without compensation from the CSC partly or durably. Membership fees are not refundable in this case. All claims on the side of Comicaademy against the member shall stay intact.

7 Intellectual property rights

- 7.1 Comicaademy reserves all rights, including the translation, reprint and duplication of training documents. Without any prior written consent of Comicaademy, no part whatsoever of the training documents shall be reproduced in any form. This includes the use of electronical systems, the reproduction, duplication, processing or open, public display.
- 7.2 The member is not allowed to record a live-video session.
- 7.3 The member assures that it is the creator and bearer of the rights to use the created works entered into the Comicaademy Networks (training assignments). The member exempts Comicaademy from any claims of third parties.
- 7.4 The member agrees that the live-video sessions of Comicaademy may be recorded and made public. Regarding this matter, the member acknowledges that training tasks may be discussed in the live-video sessions. The member transacts the according rights to the limited use of the submitted training works to be used within the live-video sessions and for advertisement in all media.

8 Privacy terms

Comicaademy is allowed to use the personal data of the member in accordance with data protection rights and this contract for processing through Comicaademy or a third party. A further use of the data of the members is not allowed.

9 Rights of rescission

- 9.1 The member may withdraw the contractual acceptance in writing (e.g. by letter, fax or e-mail) within two weeks without stating grounds. The period shall commence upon receiving this notification, however, not prior to the delivery of the goods to the consignee (in the case of recurring delivery of similar goods, not prior to the delivery of the first part delivery), nor before the fulfilment of our duties to furnish information pursuant to § 312c Para. 2 German Civil Code (BGB) in conjunction with § 1 Paras. 1, 2 and 4 of the Information Duties set out therein (BGB-InfoV) as well as our duties pursuant to § 312e Para. 1 Cl. 1 BGB in conjunction with § 3 BGB-InfoV. The deadline is deemed to have been observed if the notice of withdrawal was sent in a timely fashion. The notice of withdrawal must be sent to: Comicaademy, c/o Torsten Hesse, Florastraße 8, 13187 Berlin oder an torsten.hesse@comicaademy.com.
- 9.2 In the event of an effective cancellation, any payments received by either party must be returned and where applicable any benefits received (e.g. from interest) are to be surrendered. If the member is unable or only partly able to return the product/service received or is only able to return it in a deteriorated condition, the member where necessary be under obligation to pay Comicaademy compensation. This shall not apply if the deterioration of the goods is exclusively attributable to their examination - as would have been possible for you in a shop. For the rest, the member may avoid any duty to provide compensation for any deterioration of the goods caused by the intended use, by not using the goods as the members own property and refraining from all actions that may affect its value. Goods capable of being sent by parcel post should be returned to Comicaademy at Comicaademy's risk. Goods that are not suitable for consignment by parcel post shall be collected. Obligations to refund payments must be met within 30 days. The deadline shall commence for you on the date you sent the notice of withdrawal and for us, following its receipt.
- 9.3 The right of rescission expires prematurely when Comicaademy has begun delivering services with express approval of the member before end of the contract rescission rights deadline or the member has prompted this (e.g.: Downloads, etc.)

10 Other regulations

- 10.1 The member has read and understood the terms of use of Comicaademy Networks and is committed by these.
- 10.2 The member acknowledges that her/his works entered into Comicaademy Networks can be removed, deleted at any time. It is recommended to the members to have personal backups at hand.
- 10.3 The published hardware requirements (Comicaademy website) for use of the services of Comicaademy are known to the member. Technical support to set up own hardware or personal computers for the use of Comicaademy's services cannot be given to the member by Comicaademy.
- 10.4 The member is not allowed to publish (transact, give to any third party) any account data for use of the online services of Comicaademy. Furthermore the member is not allowed to publish (transact, give to any third party) the submitted server data. By neglecting these obligations Comicaademy reserves the right to demand suitable compensation.
- 10.5 The contract shall be concluded upon transmission of the signed sign up form by the member (offer) and an according confirmation letter (Mail, Letter, Fax) by Comicaademy (acceptance).
- 10.6 The law of the Federal Republic of Germany shall apply exclusively.