

GENERAL TERMS OF USE FOR THE ONLINE PLATFORM

1. The online platform

The online platform (*'the Platform'*), powered by *mfClassrooms*, is made available by the Accademia Musicale Chigiana ('FAMC') to hold lessons for its courses online, with higher quality audio compared to common video conferencing platforms.

The Platform is designed and built in a particular way in order to carry out music lessons. It provides, among other things: high audio quality; the possibility to customize the audio and video quality according to your connection; the possibility to manage more than one audio and video input; the possibility to record the lesson on video; an electronic register to organize the calendar and schedule lessons for each student.

FAMC (together with the platform manager, '*mfClassrooms*') reserves the right to modify the technical specifications of the services offered, in the constant search for a better quality of service.

2. Access to the platform

Access to the Platform occurs through accounts made for Instructors and Students created by the **Student Office or Artist's Secretariat**.

The Secretariat (Administrator) may, according to the Data Protection Policies of FAMC:

- schedule, move or cancel lessons;
- access all information to track the lessons (start time, end time, effective duration);
- access the video recording of the lessons;
- suspend or cancel user accounts;
- send messages (also via the Platform) to the addresses provided by the Instructors and Students.

➤ **Instructor (Teacher) Account:**

- Decides when to start the lesson and may decide to end it even if the Student is still in the virtual classroom. He or she can access videos of his or her lessons only (not those of the other Instructors).
- Can send messages via the Platform to the email addresses of all his/her Students.
- Can upload audio material, video links or documents and images to the virtual drawer of each of his/her Students.

➤ **Student Account:**

- Can access the scheduled lesson after the teacher has started the lesson.
- Can send messages to your Instructor (not to other Students).
- Can upload documents, images, audio files and video links to your virtual space, which can also be viewed by your instructor. Can view and download video recordings of his/her lessons if they have been recorded.

➤ **Auditor Account:**

Can only attend lessons as a passive listener after being authorized by the administrator.

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FAMC, together with the platform management, will provide for the accreditation of instructors and the registration of students on the Platform, and will subsequently communicate the access credentials to them. All registered Users are obliged to keep their personal information requested at the time of registration updated. It is possible to register only one account per User. The Platform reserves the right to delete any account found to be using falsified personal information.

Furthermore, each user is responsible for the security and secrecy of his/her username and password and is therefore responsible for any activity carried out within his/her account.

It is the User's responsibility to log out at the end of the teaching session. In case of fraudulent use of the Platform, the User undertakes to immediately notify FAMC of the violation.

FAMC is not responsible for any loss or damage suffered by the User due to the loss or theft of access credentials to the Platform.

The data provided during registration and other data related to the User - such as those related to the lessons held or files exchanged - are protected in accordance with the Data protection Policies of FAMC.

Students under 18 years of age must have the authorization of their parent/legal guardian before using the Platform and must adhere to the same conditions specified here.

Enrolment in FAMC's courses is sufficient to prove the authorization of the parent/legal guardian to use the Platform.

FAMC is not responsible for any auxiliary or related costs incurred by the User in order to access the Platform, for example the costs of Internet access required by ISPs or the purchase of any device necessary for the course.

FAMC reserves the right to modify or discontinue the service, in whole or in part, by giving 30 days' notice. FAMC takes no responsibility for any interruption of service.

3. Minimum technical requirements for distance learning

The Platform runs with a web browser both from PCs and tablets (Android and iPad) and Smartphones (Android and iPhone) and doesn't require to download any additional software or apps.

The Platform provides web access and is adjustable for slow internet connections, so as to preserve bandwidth for audio quality, reducing only the video quality when necessary.

The availability of maximum speed and audio-video quality of the Platform is subject to:

Use of newer computers and/or devices;
Internet connection speed.

➤ Minimum technical requirements for ACTIVE students for 1 to 1 lessons with the instructor

- a) A computer (PC, Mac o Linux) manufactured in 2014 or later with an updated operating system, and at least 4 GB of RAM (8 GB is even better), with a webcam and internal microphone;
- b) An updated web browser (it is recommended to use Chrome). The User should close all other open browser tabs and quit all other applications;
- c) A stable internet connection with at least 10 Mbps in download and 1 Mbps in upload;
- d) It is recommended to use an external USB microphone;
- e) It is recommended to use quality headphones.

➤ Minimum technical requirements for AUDITORS

- a) Smartphone or tablet from 2016 or later, with the Safari browser (for iPhone – iPad) or Chrome (for Android);
- b) Quality headphones;
- c) An internet connection with a speed of at least 10 Mbps in download and 1 Mbps in upload;

➤ RECOMMENDED EQUIPMENT

Microphones

Recommended microphones include: Rode NT USB, Blue Yeti, AKG Lyra, Audio Technica AT 2020, Fifine K670 (with manual gain control and headphone jack).

Headphones

Recommended headphones include: AKG K 240 MK II, Sennheiser HD 400s, Audio Technica ATH-M30x, Sony MDR-7506

➤ **PLEASE NOTE – DISCLAIMER**

To achieve the best audio quality a computer must be used (not a tablet or a smartphone). The computer should be paired with an external microphone of the best possible quality.

It is the responsibility of the student to ensure that he / she is equipped with the proper hardware, that will allow him / her to utilise the platform, including an external microphone, headphones, and webcam.

FAMC shall never be held responsible for low quality and/or defective transmission of audio-video data in case of use of inadequate hardware. FAMC shall also not be held responsible in any case for the low quality of online lessons due to an insufficient internet connection attributable to the User or instructor due to their modems or routers, infrastructures or ISPs.

4. Regulations for the use of the platform (Instructors)

The Platform has the sole purpose of allowing Instructors to give lessons to Students in streaming with the simultaneous presence of both Users (save for the possibility of recording the lessons effectively held).

The Platform must be used exclusively for this purpose and for no other purpose or cause, under penalty of cancellation of the account without refund or compensation for damages.

In particular

1. The Platform may not be used to carry out illegal or harmful activities of any kind.
2. Instructors and students are solely responsible for the contents of the lessons and/or any material uploaded in the virtual space (data, text, software, music, videos, etc.). In particular, Instructors undertake not to violate any industrial and intellectual property rights of FAMC and the operator of the mfClassrooms Platform, other Users or third parties, including copyright and not to use or upload any material in any inappropriate way, in violation of applicable laws or regulations.
3. Generally, the content uploaded in the virtual space is not monitored or approved by the Platform prior to uploading, but mfClassrooms reserves the right to remove any content that, at its sole discretion, is deemed in violation of these Terms and/or applicable laws, without any liability on its part and reserves the right to delete the account of the person responsible for the violation.
4. The lessons may be video-recorded during the course. In this case, they remain accessible by FAMC, the Teacher and the Student, for 30 days.
5. When interacting with students, all instructors and collaborators are obliged to behave in a correct and professional manner during the lesson; FAMC shall not be held responsible for the violation of proper conduct towards other Users, nor shall FAMC be held responsible for any loss or damage of any kind suffered by Students or other Users arising from or connected to the conduct of the Instructors.
6. Instructors are responsible for the correct use and treatment of all personal data acquired during the lesson.
7. It is always forbidden for Instructors to use the personal information of Students for commercial, or promotional purposes, or for purposes outside the platform. Instructors will treat the personal information of their Students in accordance with all applicable data protection laws.
8. The Instructors are responsible for any damages of any kind, losses or costs suffered by the Students or other Users in reason or on the occasion of the lessons. FAMC shall not be responsible for any loss (including economic or data loss), damage to property and persons, limitations, loss of chance, errors, malfunctions or other negative events that may occur to the User due to the use of the Platform and/or interaction with other Users.

9. Instructors and Students agree to use the online Platform as-is and therefore undertake not to modify it, damage it, copy the source code, distribute it, or carry out any other violation of FAMC's terms with respect to the Platform's source code.
10. FAMC reserves the right to block or cancel the access of any User who has violated these provisions, and to notify the competent Institution, if any, and the Judicial Authority, while reserving the right to seek compensation for any damages.
11. FAMC – according with its Data Protection Policy – may access virtual classrooms, audio or audio/video recordings of lessons, messages, exchanged files and lesson calendars. Instructors accept, in particular, that in case of complaint or claim by a User of misconduct and/or on the indication of the Judicial Authority or public force, both FAMC and the manager of the mfClassrooms Platform can make such access, in order to evaluate the complaint or to provide the authority with the requested elements.

5. Regulations for the use of the platform (Students)

The Platform serves the sole purpose of allowing Instructors to give lessons to Students in streaming with the simultaneous presence of both Users (except for the possibility of recording the lessons effectively held). The Platform must be used exclusively for this purpose and for no other purpose or cause, under penalty of cancellation of the account and without refund or compensation for any damages caused.

Students who are users of the Platform, to whom access has been given through the Institution or their Instructor undertake to fully comply with these Conditions, in particular:

1. The platform may not be used to carry out illegal or harmful activities of any kind.
2. The student is responsible for the contents of all materials uploaded in the virtual space (data, text, software, music, etc.). In particular, the Student undertakes not to violate any industrial and intellectual property rights of FAMC, other Users or third parties, including copyright; and not to use or upload any material in any inappropriate way, in violation of applicable laws or regulations.
3. Generally, the content uploaded in the virtual space is not monitored or approved by the Platform prior to uploading, however, FAMC reserves the right to remove any content that, at its discretion, is deemed in violation of these Terms and/or applicable laws, without any liability to FAMC and reserves the right to the possibility of deleting the account of the person responsible for the violation.
4. The lessons may be video recorded during the course (at the economic conditions indicated in the price list in art. 6), and in this case they remain viewable by FAMC, the Instructor and the Student, for 30 days. FAMC has the right, within 30 days of registration, to download a copy for subsequent use and possible publication.
5. The Students are obligated to behave correctly and professionally with the Instructors during the lesson; FAMC will not be held responsible for any violation of this rule towards Users or third parties, nor will FAMC be held responsible for any loss or damage of any kind suffered by other Users arising from or connected to the conduct of the students.
6. The Student assumes the full risk of using the Service and therefore FAMC cannot be held responsible for any damage or loss in any way suffered as a result of the use of the platform.
7. Students accept to use the online Platform as-is, and therefore undertake not to modify, damage, or copy the source code, distribute it, or carry out any other violation of the rights of FAMC or the mfClassrooms Platform.
8. FAMC reserves the right to block or cancel the access of any User who has violated any of these terms and conditions, notifying the competent Institution, if any, and the Judicial Authority of the violation, and without offering a refund or compensation for any damage that may have occurred.
9. Students are liable for any damages of any kind, losses or costs suffered by other Users on account of or during lessons. FAMC is not responsible for any loss (including economic or data loss), damage to property and persons, limitations, loss of chance, errors, malfunctions or other negative events that may arise for the User as a result of the use of the Platform and/or interaction with other Users.

10. FAMC can access virtual classrooms, audio or audio/video recordings of lessons, messages, exchanged files and lesson calendars.
11. Students accept that, in the event of a complaint or claim by a User of misconduct and/or on the instructions of the judicial or law enforcement authorities, FAMC may make such access, in order to assess the complaint or to provide the authorities with the requested elements.

6. Intellectual Property Rights

All rights to the contents of the Accademia Chigiana website and the Platform *powered by mfClassrooms* (for example, documents, distinctive signs, images, files, architecture) are reserved in accordance with current legislation.

The reproduction of the trademark and the contents, images and any other form of communication subject to copyright is forbidden.

7. Applicable Laws – competent courthouse

These General Terms and Conditions will be governed by and construed according to the Italian Law. Any and all disputes, controversies or claims arising out of or in connection with the use of the Platform, without exception, shall be settled by the court of Siena, with the exclusion of any other court.

Should any discrepancy arise in the translation, the Italian version shall prevail.