

TERMS & CONDITIONS

Thank you for visiting EFBA's website and learning more about our mission. The terms and conditions below apply to all your activities on the EFBA website, and to the enrollment and participation of you or your child in any of our educational programs, classes or camps (including after-school classes, summer camps, cultural outings or experiences or professional training), whether onsite or online ("**Programs**").

Creation of an Account and Access to the Programs

You need to create an account to enroll yourself or your child in any of our Programs. When setting up and maintaining your account, you must provide accurate and complete information, including a valid email address. 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.

To create an account for a child, you must be the parent or legal guardian of that child. By creating an account for a child, you represent and warrant to EFBA that you have the legal authority to do so. EFBA will not knowingly collect any information from a minor without the express authorization and instruction from the child's parent or legal guardian. If we discover that you have created an account and you are younger than the age of thirteen (13), we will terminate your account.

Once you have enrolled your child or yourself in a Program, any cancellation by you is subject to our [cancellation policy](#). In addition, you will not be entitled to any partial refund or reduction for late arrivals to or early departures from Program sessions, or lack of attendance to Program sessions due to vacation, illness, or injury of your child or yourself, or for any other reason.

EFBA's Right to Modify, Adapt, Suspend or Cancel Programs

EFBA reserves the right to cancel and/or change the schedule, location, or time of any of its Program at any time without liability. This includes EFBA's right to adapt an

onsite Program to an online version of the Program in order to comply with applicable regulations or to otherwise respond to health and safety concerns of students, parents, counselors, teachers and volunteers. EFBA may also substitute any camp counselor, teacher or volunteer for any Program at any time.

In the event that EFBA is obligated to cancel a Program due to circumstances outside of its control (including but not limited to, government orders or actions, natural catastrophe, pandemic, act of war, civil insurrections, or curtailment of transportation facilities or lack of adequate venues for the Programs), no part of any enrollment fees, membership fees or other donations paid by you will be refunded to you.

Program Rules

All Program policies, rules, and instructions are in place to ensure the overall efficiency of the Programs, the safety of all participants, as well as the respect of the Program teachers, counselors and volunteers, and EFBA staff. Some of these policies, rules, and instructions are written and some are at the sole discretion of the Program organizers, employees, staff, counselors, and volunteers. Both you and your child must abide by all Program rules, policies and instructions issued by the Programs teachers and organizers at any given time. Your and your child's failure to do so may result in immediate dismissal from a Program and termination of your account with no reimbursement.

Should your child fail to behave in an appropriate manner, intentionally harm, insult, assault or harass another participant, exhibit signs of violence, or otherwise violate any Programs policy and rule, you shall retrieve your child immediately upon EFBA's request. For online Programs, your child may be denied access to the online class or camp. You acknowledge and agree that no part of the Program fees, membership fees or donations paid by you will be refunded should your child be dismissed from a Program due to behavioral issues.

For onsite Programs, EFBA may also deny attendance to a student who exhibits signs of illness or contagion or who may, in EFBA's sole discretion, pose a direct threat to the health of others. By enrolling your child in an onsite Program, you represent that your child is free from contagious disease, fully immunized in compliance with public school requirements, and that your child's health enables them to participate in the Programs.

EFBA's Ownership Rights in the Programs

<http://www.efba.us> www.efba.us

EFBA - 640 Davis St, suite 26 - CA 94111 SAN FRANCISCO

A 501(c)3 registered non-profit providing local, high quality French language classes to children in the San Francisco Bay Area since 2009

All right, title, and interest in and to the Programs, including our website, our course content, and the content our teachers, counselors and volunteers develop or provide through the Programs are and will remain the exclusive property of EFBA and its licensors. Our Programs are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing gives you a right to use the EFBA name or logo or any of the Program content for any purpose. Any feedback, comments, or suggestions you may provide regarding EFBA or the Programs is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

You may not do any of the following while accessing or using the online Programs:

- disable, interfere with, or try to circumvent any of the features of the Program related to security or probe, scan, or test the vulnerability of any of our Program systems or platforms
- copy, modify, create a derivative work of, reverse engineer, or reverse assemble the Programs or their content
- scrape, spider, use a robot, or use other automated means of any kind to access the Services
- interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Program platforms or services, or in any other manner interfering with or creating an undue burden on the Program.

Photography and Video Release

When enrolling yourself or your child in a Program, you will be asked to grant permission to EFBA to utilize your or your child's name, voice, and likeness, including, but not limited to, photographs and any video/audio recording of your child while attending the Programs, including recordings of online Program sessions ("**Image Release**"). Unless you specifically and expressly opt out of such Video Release, EFBA will have the right to use collected images and videos for any purpose, including the promotion of EFBA's Programs and mission, and in any media including the EFBA website, email communications, written impact report or promotional material, as well as in social media. You acknowledge that any photographs or video/audio recordings of you or your child shall remain the property of EFBA.

Due to the prevalence of mobile and web recording devices, you also acknowledge that other students attending online Programs may record or make screen captures of the Program, including other attendees, and post their own content from the Programs

on social media platforms. EFBA disclaims all liability for the capture of your image by other Program attendees in any multimedia format.

Risks of Physical Harm

While EFBA is focused on language learning, certain Program activities require physical activity and/or are not 100% free of risks of harm or injury (such as science experiments recess, or playtime). By enrolling your child in any Program, you fully accept and assume any and all risks associated with your child's attendance and participation in the Programs and all related activities including physical injury or death. EFBA recommends that your child consult a physician before engaging in physical activity, and obtain a medical clearance from a licensed medical professional in the event your child has any health condition.

In the event of a medical emergency, EFBA will contact you or any other emergency contact whom you have provided. In the event of any injury or other need for medical attention, you shall be solely responsible for your child's medical expenses, including deductibles, co-pays, and transportation to a medical facility. You consent to emergency medical treatment for your child if EFBA, in its sole discretion, determines it to be necessary. You hereby authorize EFBA, and each of their organizers, directors, members, employees, agents and volunteers to secure proper treatment, including hospitalization, anesthesia, surgery, or administration of medication to your child.

You hereby release EFBA from any liabilities arising out of any medical procedure described above, including but not limited to civil, criminal and financial responsibilities. You further agree to release, waive, defend, indemnify, and forever discharge EFBA, its agents, employees, volunteers, officers, and trustees from any and all claims or liability for death, injury or damages including loss or damage to property arising from or attributable to your child's participation in or associated with the Programs, unless it is due to willful fault or extreme negligence on the part of EFBA.

Disclaimers for Online Programs

It may happen that our Program platform is down, either for planned maintenance or because something goes wrong with our Site, Google Classroom or any other online platform we use to deliver the Program. It may also happen that we have to shut down a Program session if we encounter security issues. These are just examples. You accept that you will not have any recourse against EFBA in any of these types of cases. You acknowledge that online versions of the Program are subject to limitations, delays, and

other problems inherent in the use of the internet and electronic communications. EFBA is not responsible for any delays, delivery failures, or other damage that may result from such limitations and problems.

Programs and their content are provided on an “as is” and “as available” basis. EFBA and its teachers and counselors make no representations or warranties about the, reliability, availability, timeliness, security, lack of errors, or accuracy of the Programs or their content, and expressly disclaim any warranties or conditions (express or implied), including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. EFBA makes no warranty that your child will obtain specific results from their attendance to the Programs.

Limitation of Liability

IN NO EVENT WILL EFBA OR ITS AGENTS, EMPLOYEES, VOLUNTEERS, OFFICERS, AND TRUSTEES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAMS, REGARDLESS WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, OR OTHERWISE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EFBA'S OR ITS AGENTS', EMPLOYEES', VOLUNTEERS', OFFICERS', AND TRUSTEES' LIABILITY TO YOU IN CONNECTION WITH ANY PROGRAM EXCEED THE AGGREGATE FEES YOU PAID TO EFBA TO PARTICIPATE IN THE PROGRAMS.

NO ACTION MAY BE BROUGHT BY YOU FOR ANY CLAIM RELATING TO OR ARISING OUT OF YOUR CHILD'S PARTICIPATION IN ANY PROGRAM MORE THAN ONE YEAR AFTER THE DATE OF THE EVENT FOR WHICH YOU WISH TO BRING AN ACTION.

Legal Terms

These terms and conditions, along with any other written Program policies and rules (such as the [cancellation policy](#)), encompass the entire agreement between you and EFBA, and supersede all previous understandings and agreements between us, whether oral or written.

If any part of these terms and conditions is found to be invalid or unenforceable by applicable law, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms and conditions will continue in effect.

Even if we are delayed in exercising our rights or fail to exercise a right in one case, it doesn't mean we waive our rights under these terms and conditions, and we may decide to enforce them in the future. If we decide to waive any of our rights in a particular instance, it doesn't mean we waive our rights generally or in the future.

Dispute Resolution & Applicable Law

Any dispute, controversy, or claim arising out of or relating to the Programs, including, without limitation, any dispute concerning the construction, validity, interpretation, performance, enforceability, or breach of these terms and conditions, shall be exclusively resolved through binding arbitration administered by the American Arbitration Association ("AAA"), seated in San Francisco, California. The arbitrator's decision shall be final and binding. In the event either party fails to proceed with arbitration, attempts to challenge the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to all costs including reasonable attorneys' fees for having to compel arbitration or defend or enforce the award. This waiver/agreement shall be interpreted, enforced, and governed by the laws of California without regard to the conflict of law rules applied in such jurisdiction.

Updating these Terms and Conditions

From time to time, we may update these Terms and Conditions to clarify our practices or to reflect new or different practices (such as when we add new Programs), and EFBA reserves the right in its sole discretion to modify and/or make changes to these Terms and Conditions or any other policies at any time. If we make any material change, we will notify you using prominent means, such as by email notice sent to the email address specified in your account. Modifications will become effective on the day they are communicated unless stated otherwise.

Your continued use of our Programs after changes become effective shall mean that you accept those changes. Any revised Terms and Conditions shall supersede all previous Terms and Conditions.