



Terms and Conditions

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Full Program Enrollment Agreement

Bienvenue!

Welcome to the Escoffier Online International Culinary Academy!

Please read this Enrollment Agreement carefully. The Enrollment Agreement must be accepted prior to finalizing your enrollment in our Culinary Fundamentals or Pastry Arts Program.

Upon acceptance of your Enrollment Application by the Escoffier Online International Culinary Academy (EOICA) and your acceptance of all the Program terms and conditions you will be enrolled to begin your courses.

You must also have your financing completed and finalized prior to commencing your courses.

1. **You agree to pay the Registration Fee of \$ 45.00** upon execution and acceptance of this Enrollment Agreement. The Registration Fee is non-refundable after seventy-two (72) hours of executing this Enrollment Agreement.
2. **The cost of an Escoffier Professional Tool Kit is \$200.** Students may opt out of purchasing an Escoffier Professional Tool Kit and assume the costs of any necessary equipment themselves. The cost of the tool kit is an administrative cost and non-refundable as tool kits are shipped to students shortly after enrolling. If you are not interested in receiving the Escoffier Professional Tool Kit, you may arrange with your Admissions Representative to have this fee waived before you enroll, and thereby waive your right to receive the tool kit.

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Hoffman Estates, IL 60169
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Upon acceptance of your Program enrollment, pending payment of the \$200 Professional Tool Kit Fee, EOICA agrees to provide you with the culinary supplies and supplemental materials listed at www.escoffieronline.com. Though brands are subject to change without warning, equipment of comparable quality will be provided.

Students receiving tool kits outside of the continental United States must pay an additional \$150.00 fee to cover international shipping. Students should also be aware that they may be required to pay taxes and customs in their country of residence. For the purpose of customs, the actual value of the Professional Tool Kit is \$200.00.

3. **Refunds of the Program tuition cost will be calculated** according to the Program Cancellation and Tuition Refund Policy cited below.

4. **The Escoffier Online International Culinary Academy Catalog:** You are strongly encouraged to review the EOICA Programs Catalog prior to starting your Program. The Catalog is available to you on the Escoffier Online International Culinary Academy website at www.escoffieronline.com. This Catalog includes the Escoffier Online International Culinary Academy Mission Statement, Program Courses and Modules descriptions, as well as policies & procedures, resource and reference information, and much more.

Note: You are strongly encouraged to read the Catalog in its entirety and to direct any questions to your Admissions Representative or by emailing support@escoffieronline.com.

5. **Enrollment Agreement Cancellation:** You may cancel this Enrollment Agreement for any reason by sending an email to support@escoffieronline.com within seventy-two (72) hours following the execution of this Enrollment Agreement.

6. **Placement:** You agree and acknowledge that enrollment in your Program provides no guaranty of completion, certification or future employment, nor is any kind of expressed or implied warranty provided.

Notice: You are informed that many states require workers in the food service industry to possess a food handler's license or card before handling and preparing food. Obtaining such licensure is solely the responsibility of the student.

7. **Your Enrollment will begin upon execution** of your Enrollment Agreement, and, program payment. Should financing be necessary, enrollment will begin upon the approval and execution of any financing plan and promissory note.

Your personal Escoffier Student Portal (ESP) site will contain the information needed for you to begin your Program Courses. Your login information will be sent to you prior to beginning your courses.

8. **Enrolled Program Completion:** The Culinary Fundamentals and Pastry Arts programs are self-paced Programs and you, the student, are solely responsible for completion of your course(s). If you are unable

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to complete your Program in twelve (12) months from your start date, you must receive EOICA permission for an extension.

Failure to complete the program course(s) and/or final exam by the Expiration Date will require you, the student, to have an enrollment extension, which may require an additional fee in accordance with the EOICA's written extension policy. No final exams or certificates will be issued on an expired enrollment – i.e., your enrollment must be active at the time the final course exam is taken. Any request for a course extension must be submitted to support@escoffieronline.com and any costs or fees that may be applicable to the extension must be paid in full at the time the extension is processed.

9. Program Cancellation and Refund Policy

The Escoffier Online International Culinary Academy (EOICA) understands that there are legitimate reasons why enrolled students may not be able to complete their Program. Accordingly, EOICA has a policy for equitable tuition adjustments or refunds in such cases.

Program Cancellation

Students must notify EOICA of their intent to cancel their Program via email to: support@escoffieronline.com

The Program Cancellation and Refund Policy is triggered by a student's initial login to the Escoffier Student Portal. Students who never login to the Escoffier Student Portal are entitled to 100% of any tuition paid.

Students who start their Program by logging into the Escoffier Student Portal have seventy-two (72) hours to cancel from the Program for a full refund of tuition paid. The \$45.00 registration fee is NOT included in the program tuition, and the registration fee will only be refunded if the student cancels within seventy-two (72) hours of electronically signing the enrollment agreement. The \$200.00 charge for the Escoffier Professional Tool Kit is considered an administrative cost as Tool Kits are shipped to students upon enrollment. As such, the \$200.00 Escoffier Professional Tool Kit fee is non-refundable.

Cancellation date:	Up to 72 hours from enrollment	Up to 72 hours from first login	After 72 hours from first login
Refund of Registration Fee Paid:	YES	NO	NO
Refund of Tuition Paid:	YES	YES	Based on refund calculation
Refund of Tool Kit Fee Paid:	NO	NO	NO

When a student notifies EOICA of their intent to cancel, the following actions will occur:

- the student's access to the Escoffier Student Portal will be terminated
- a refund of the \$45.00 Registration will be processed, if applicable

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- the calculated tuition refund, if any, will be processed via the student's original payment method. If the original method cannot be credited by EOICA for any reason, then the student will be sent a check by mail.
- the refund, if applicable, will be processed and issued within thirty (30) days of the notification of cancellation.
- any remaining balance is due to EOICA upon cancellation

Refund Policy

When calculating a refund of the Program tuition, the % of tuition **retained** by the institution is based on the number of Courses the student has accessed at the time of withdrawal, **NOT** the tuition charged for the entire program listed on the enrollment agreement.

Students who withdraw, or are dismissed, will be refunded the pro rata portion of amounts paid towards tuition based on the number of Courses the student has accessed.

The Culinary program consists of 21 Courses:

Number of Courses accessed	Tuition due to EOICA	Tuition refunded
1 – 5	25% of total	Amount paid less 25% of total
6 - 10	50% of total	Amount paid less 50% of total
11 or more	100% of total	None

For example, for a student who has paid \$3000 towards a total tuition of \$4000 and has accessed 6 to 10 courses, EOICA would retain \$2000 (50% of the total) and the student would receive a refund of \$1000 (the amount paid less 50% of the total).

The Pastry program consists of 17 Courses:

Number of Courses accessed	Tuition due to EOICA	Tuition refunded
1 – 4	25% of total	Amount paid less 25% of total
5 - 8	50% of total	Amount paid less 50% of total
9 or more	100% of total	None

No refunds will be made after twelve (12) months from the date of the student's initial login to the Escoffier Student Portal, regardless of the number of Courses accessed.

Please contact us at support@escoffieronline.com if you have questions regarding the Cancellation and/or Refund policy, or, if you have extenuating circumstances, such as military deployment or illness.

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10. **Re-Enrollment Following Withdrawal**

A student who has withdrawn from Escoffier Online International Culinary Academy may be allowed to re-enroll in the Program by contacting an Admissions Representative at support@escoffieronline.com.

11. **Re-Enrollment Following Withdrawal/Dismissal**

The student must be current on any past due Program costs before re-enrollment.

At the discretion of EOICA, a re-enrollment fee of up to \$395 may be assessed to the student's outstanding program tuition costs.

12. **Payment Method**

All payments must be made by VISA, MasterCard, Discover, and/or American Express. At the discretion of the Director, online access may be granted in advance of payment, but such access may not be assumed, and where granted, shall not be construed as waiver of the payment(s), and may be canceled or withdrawn if payment is not received and cleared.

If you have opted for automatic payments with your admissions representative, then payments will be automatically charged to the card on file on scheduled payment dates. Payments are normally scheduled monthly from the enrollment date, but may be moved to a different date each month at the discretion of the Director. Any changes to automatic payments must be requested at least five (5) business days before a scheduled payment by emailing studentaccounts@escoffieronline.com

13. **Suspension of Student Access to the Escoffier Student Portal**

The Escoffier Online International Culinary Academy reserves the right to suspend or discontinue ESP online access if a student is delinquent on an installment payment or violates the terms of the Escoffier Student Portal Agreement.

14. **A Certificate of Completion will only be issued** upon satisfactory completion of the Courses and Program requirements and Program payment in full.

15. **The Escoffier Online International Culinary Academy is not** currently accredited by a regional or national accrediting agency recognized by the United States Department of Education.

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Promissory Note (ZERO INTEREST)

LENDER: Escoffier Online International Culinary Academy

Truth in Lending Disclosures

Right to Cancel: You have the right to cancel this transaction, without penalty, within seventy-two (72) hours of execution of this Private Education Loan Application and Promissory Note. If you wish to cancel, you may do so by emailing studentaccounts@escoffieronline.com.

PAYMENT PLAN:

Unless you, the student, select the Full Payment Option your first monthly payment is due thirty (30) days after your enrollment is processed.

If you have opted for automatic payments, then payments will be automatically charged to the card on file on scheduled payment dates. Any changes to automatic payments must be requested at least five (5) business days before a scheduled payment by emailing studentaccounts@escoffieronline.com.

PROMISE TO PAY:

I promise to repay this Loan according to the terms of this Loan Application and Promissory Note. My agreement to the terms of the Note is evidenced by my electronic signature on this Note. Upon acceptance of the Loan Application and Promissory Note by EOICA, I promise to repay the Principal Amount of the Loan. In accordance with the terms of this Note, I promise to make each payment on or before the date it is due and to pay all other amounts which might become due under the terms of this Note, including any applicable collection costs. I promise to make all payments electronically.

TERMS OF REPAYMENT:

1. Repayment Period: During the repayment period, I will make consecutive monthly payments in the indicated amounts by the payment due dates until I have paid all of the principal and any other charges I may owe under this Note.
2. I understand and agree that this loan is a monthly payment plan and payments cannot be deferred.
3. I understand that delinquent payment(s) may result in a suspension of my Escoffier Student Portal access.

LATE/INSUFFICIENT FUNDS FEE:

1. I will pay a fee to the Lender of \$25.00 to the extent permitted by law if a payment is returned for any reason due to insufficient funds in my account.
2. I will pay a fee to the Lender of \$25.00 to the extent permitted by law if my monthly payment to you is more than ten (10) days past due.

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RIGHT TO PREPAY:

I have the right to prepay all or any part of my Loan at any time without penalty. If I prepay the Loan in part, I agree to continue to make regularly scheduled payments until all amounts due under this Note are paid.

GRADUATION:

Upon successful completion of your program and full payment of tuition and fees, you will be awarded an Escoffier Certificate of Completion. You have twelve (12) months from your enrollment date to complete your Program.

Job placement is not guaranteed to graduates.

By signing this Promissory Note, I certify that all of my information provided in this Note is true. I further understand that, by signing, I am applying for an extension of credit that must be repaid. I acknowledge that I have reviewed and agree to this Private Education Loan Application and Promissory Note. By signing this Promissory Note, I am agreeing to the terms and conditions described herein.

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À la Carte Course Enrollment Agreement

Bienvenue!

Welcome to the Escoffier Online International Culinary Academy!

Please read this Enrollment Agreement carefully. The Enrollment Agreement must be accepted prior to finalizing your enrollment in our À la Carte Courses.

Upon acceptance of your Enrollment Application by the Escoffier Online International Culinary Academy (EOICA) and your acceptance of all the Course terms and conditions you will be enrolled to begin your courses.

You must also have your financing completed and finalized prior to commencing your courses.

1. **You agree to pay the full course tuition** upon execution and acceptance of this Enrollment Agreement.

2. **Cancellation:** A student may cancel this Enrollment Agreement within seventy-two (72) hours of acceptance and request a refund. After the 72 hours has expired, the tuition fee is non-refundable. No refunds will be given after 50% of the course has been completed. If the 72 hours window has elapsed, but the student has completed 50% or less of the course, the student may transfer to another course of equal or lesser value at the discretion of EOICA. Requests to cancel should be sent via e-mail to support@escoffieronline.com.

3. **The Escoffier Online International Culinary Academy Catalog:** You are strongly encouraged to review the EOICA Programs Catalog prior to starting your Program. The Catalog is available to you on the Escoffier Online International Culinary Academy website at www.escoffieronline.com. This Catalog includes the Escoffier Online International Culinary Academy Mission Statement, Program Courses and Modules descriptions, as well as policies & procedures, resource and reference information, and much more.

Note: You are strongly encouraged to read the Catalog in its entirety and to direct any questions to your Admissions Representative or by emailing support@escoffieronline.com.

4. **Placement:** You agree and acknowledge that enrollment in your Course provides no guaranty of completion, certification or future employment, nor is any kind of expressed or implied warranty provided.

Notice: You are informed that many states require workers in the food service industry to possess a food handler's license or card before handling and preparing food. Obtaining such licensure is solely the responsibility of the student.

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6. **Enrolled Program Completion:** The Culinary Fundamentals and Pastry Arts programs are self-paced Programs and you, the student, are solely responsible for completion of your course(s). If you are unable to complete your Program in twelve (12) months from your start date, you must receive EOICA permission for an extension.

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7. **Payment Method**

All payments must be made by VISA, MasterCard, Discover, and/or American Express. At the discretion of the Director, online access may be granted in advance of payment, but such access may not be assumed, and where granted, shall not be construed as waiver of the payment(s), and may be canceled or withdrawn if payment is not received and cleared.

8. **Suspension of Student Access to the Escoffier Student Portal**

The Escoffier Online International Culinary Academy reserves the right to suspend or discontinue ESP online access if a student violates the terms of the Escoffier Student Portal Agreement.

9. **A Certificate of Completion will only be issued** upon satisfactory completion of the Courses and Program requirements and Program payment in full.

10. **The Escoffier Online International Culinary Academy is not** currently accredited by a regional or national accrediting agency recognized by the United States Department of Education.

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Student Portal Agreement

Welcome and congratulations for enrolling to participate in the Escoffier Online International Culinary Academy! We look forward to your participation in the program. This Escoffier Student Portal Agreement (the "Agreement") lists the terms and conditions of your participation in the Escoffier Online Program(s) (the "Program"). Review carefully and direct any questions or clarifications to your Admissions Representative. This Agreement is between you ("Student" or "you" or "your") and Escoffier Online International Culinary Academy ("EOICA") (collectively the "Parties"), located at 2800 West Higgins Road, Suite 835, Hoffman Estates, IL, 60169, to which you agree to be bound upon execution of your Enrollment Agreement with EOICA. EOICA reserves the right at any time to modify this Escoffier Student Portal Agreement and to impose new or additional terms or conditions relating to your participation and use of its resources. Such modifications and additional terms and conditions will be effective immediately and incorporated into this ESP Agreement, which will always be accessible to you at your personal page of the Escoffier Student Portal. Your continued use of, or access to, EOICA's Escoffier Student Portal (ESP) and other educational resources will be deemed as an acceptance of this Agreement. By execution of this Agreement and in consideration of being permitted to participate in the EOICA program, the Student/Participant hereby acknowledges and agrees to abide by the following terms and conditions:

Participation Terms

1. Services. In exchange for your acceptance of and compliance with the terms of this Agreement, EOICA will permit your access to the Course content on the Escoffier Student Portal (ESP) and any other culinary resources that comprise the Escoffier Online International Culinary Academy (collectively, the "Academy"), as well as the ESP (discussed in greater detail in Paragraphs 8 through 15).

It is your responsibility to ensure that you have the appropriate equipment (hardware, software, wireless) as laid out in the System Requirements below, and provided in the EOICA Catalog, for viewing and/or editing all educational materials.

System Requirements

Internet Connection: Cable or DSL

Operating System: Windows XP or greater, Mac OSX

Computer Processor: Intel Core 2 Duo, AMD Athlon X2, or similar with a minimum speed of 1 GHz or faster

Computer Memory: 512 MB RAM or greater

Screen Resolution: 1024 x 768 minimum

Use [Chrome](#), [Firefox](#), [Internet Explorer](#) or [Safari](#) with the following settings:

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Flash Player enabled

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Code of Conduct

2. Adherence to Code. We take great pride in our association with the legacy of Chef Auguste Escoffier, "the Chef of Kings, the King of Chefs" and the Auguste Escoffier Foundation and Museum in Villeneuve Loubet, France. Accordingly, EOICA enforces strict adherence to a Code of Conduct. Additionally, this Code of Conduct creates a positive learning environment and it is essential that all students agree to follow a uniform set of rules. We have developed this Code of Conduct to instill in you the same pride we feel due to our preservation of the extraordinary contributions of Chef Escoffier and the Foundation, as well as to promote a constructive learning environment in which all culinarians, professional and novice, feel comfortable participating, and in which you and our Chef Mentors can participate in the best online culinary environment possible.

3. Respect. Our Escoffier Academy will only thrive if we have respect for ourselves and one another. In light of the vibrant community we are dedicated to building together, the student must refrain from using language on any EOICA social spaces (including, without limitation, the Escoffier Student Portal (ESP), Facebook, Twitter, YouTube, LinkedIn, and Google+) that is intentionally harassing, harmful, obscene, incendiary, threatening, or defamatory, regardless of its intended target.

4. Current Information. You agree to provide to EOICA current, complete, and accurate information to keep your personal contact information current and up to date. This information shall include, but is not limited to, a valid email address, postal and physical address, and telephone number at which you can be reached.

5. Student Confidentiality. During the course of the program and social networking discussions, you may receive information of a private and/or confidential nature from other students of EOICA ("private information"). This may include, but is not limited to, student stories, financial concerns, emails, websites, and contact information, or information about EOICA students' family members or colleagues. You agree not to disclose this private information. Adherence to this confidentiality policy will allow all EOICA students to share their experiences more freely.

However, because it is impossible for EOICA to ensure that everyone is in compliance with this confidentiality policy, to the extent that you reveal your own private information to other EOICA students, you hereby **waive, release and discharge any and all claims of any kind whatsoever that you may have against EOICA and its shareholders, members, officers, directors, employees, agents, and representatives, including but not limited to any claim for damages, relief or compensation which I may have by reason of damage or loss of any kind arising out of the disclosure of any private information to third parties by other ESP participants.**

If disclosure of private information becomes necessary because you are directed to by court order or subpoena—a very unlikely scenario—you agree to give prompt notification to EOICA.

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6. Non-Solicitation. EOICA has put together a program with qualified culinary professionals in the industry. To maintain the focus of both you, the student, and the Chef Mentor, you, the EOICA student, may not request or otherwise solicit any Chef Mentor, teacher, lecturer, instructor, visiting teacher, or any other person providing information with respect to the materials, to provide services, advice, or any other information or assistance to you except as is necessary to advance the studies in the specific context of courses presented in the program.

Escoffier Student Portal (ESP) Rules

7. Escoffier Student Portal Rules. The following paragraphs 8 through 15 set forth the rules for participating on the Escoffier Student Portal ESP. EOICA created the ESP to, among other things, facilitate the online culinary process and the interactive exchange of culinary creations. As a student of EOICA, you will have access to the ESP where you can introduce yourself to other students/participants, Chef Mentors and EOICA staff, access courses and modules, and discuss your culinary experiences and creations with your colleagues. Subject to the terms and conditions below, EOICA, in its sole discretion, may permit student access the ESP. Use of the ESP is subject to existing laws and legal process. Nothing contained in these terms shall limit EOICA's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the ESP.

8. Your Conduct on the ESP. You agree not to use the ESP to: (i) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (ii) publish, post, upload, email, distribute, or disseminate (collectively, "transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content; (iii) transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, ESP, or other private property; (iv) advertise or offer to sell any goods or services for any commercial purpose unless you have EOICA's written consent to do so (which includes hyper-linking to programs, organizations or businesses that provide substantially similar services as EOICA or which may otherwise compete with or operate in the same industry as EOICA); (v) transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters; (vi) download any file that you know or reasonably should know cannot be legally obtained in such manner; (vii) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; (viii) restrict or inhibit any other user from using and enjoying any public area within the ESP; (ix) collect or store personal information about other users of the ESP for any purpose, including for the purpose of sending unsolicited emails; (x) interfere with or disrupt the ESP or ESP's servers or networks; (xi) impersonate any person or entity, including, but not limited to, an EOICA representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (xii) forge headers, or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the ESP, to manipulate your presence on the ESP, or for any other reason; (xiii) engage in any activities that violates state or federal law.

9. Discussion Forums and Related Services. You agree to use EOICA's chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Escoffier Forums"), only to send and receive messages and material that are proper and related to that particular forum, and

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not as a place to discuss EOICA's policies or procedures. The appropriate place to voice your concerns about EOICA is by contacting EOICA staff at support@escoffieronline.com where you can submit an inquiry, concern or complaint and contact EOICA's Ombudsman. If you use the Escoffier Forums for an inappropriate purpose, EOICA reserves the right to delete the offensive content, and temporarily or permanently suspend your access to the ESP.

10. User Names. Upon acceptance to the Program, your user id and password will be assigned and forwarded to the email address you indicated on your personal information.

11. ESP Content. The ESP includes a combination of content that EOICA, its partners, and its users create. All materials that EOICA publishes on the ESP, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and flash animation, are the protected intellectual property of EOICA and/or any of EOICA's affiliates. You may not modify, publish, transmit, sell, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content of the ESP in whole or in part. You represent that you own all intellectual property rights for/to any materials that you post on or transmit through the ESP ("your content"), and agree to defend, indemnify, and hold EOICA harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) that your content infringes on another's intellectual property, violates another's rights, and/or is otherwise actionable.

To be safe: if you don't own the content you post, don't post it!

Further, you hereby grant EOICA and EOICA's affiliates a worldwide, irrevocable, royalty-free, nonexclusive, license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute and publish your content and subsequent versions of your content for the purposes of (i) displaying your content on the ESP, (ii) distributing your content, either electronically or via other media, to users seeking to download or otherwise obtain it, and/or (iii) storing your content in a remote database accessible by end users. This license shall apply to the distribution and the storage of your content in any form, medium, or technology now known or later developed.

In this respect, *consider the ESP to be just like the Internet*; if there is something that you would like to retain as your exclusive intellectual property, or that you wish to keep private, you should not post it on the ESP. So, for example, if you have a logo or business name that you consider to be a trademark of yours, consider taking the steps necessary to secure a trademark registration before displaying it on the ESP.

Because the ESP is a dynamic knowledge enhancing environment that is constantly being updated and where students/participants are posting content all the time, we do not guarantee the accuracy, integrity, or quality of the content on the ESP. You may be exposed to content that you find objectionable, offensive, indecent, or inaccurate, and you assume all risks associated with viewing or otherwise using that content. We have the right, but not the obligation, to remove any content that may, in EOICA's sole discretion, violate these Rules or that is otherwise objectionable.

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Concerns regarding objectionable material should be directed to support@escoffieronline.com located on the ESP.

12. Student/Participant Access - ESP Content and Functionality. EOICA reserves the absolute right to restrict, suspend, or alter the student's/participant's access to the ESP; to change or discontinue the ESP; to remove any ESP content, including content submitted by students/participants; to change ESP policies; or to deactivate or delete participant accounts. Though EOICA hopes it will never have to remove student/participant-posted content from the ESP or restrict student/participant access to the ESP, EOICA reserves the right, but not the obligation, to take any of these actions at any time and for any reason, without notice to the student/participant. This is necessary in order to protect EOICA participants and the ESP from unpredictable bad behavior.

The creation, maintenance, and student/participant use of the ESP is entirely within EOICA's sole discretion. If EOICA exercises its rights set forth above, such actions will not result in or give rise to any causes of action, allegations, liabilities, and/or other claims in your favor or in the favor of any other party, even if the student/participant or third party regards EOICA's actions to have been taken in bad faith.

By signing this Agreement, Participant agrees not to take any legal action, now or in the future, against EOICA or its affiliates caused by, or resulting from student's/participant's access to the ESP. Student/Participant hereby releases EOICA and its affiliates from any liability, whatsoever which may arise as a direct or indirect result of student's/participant's access to ESP.

13. Unauthorized Access. The password issued to you may not be given to anyone else, and you may not use anyone else's password. You must keep your password and account information confidential, and you are responsible for maintaining its confidentiality. You agree to immediately notify EOICA of any unauthorized use of your password or account or any other breach of security and agree not to permit access to your account by others.

You agree not to access the ESP by any means other than through the interface provided by EOICA. You agree not to use any automated means, including without limitation, harvesting bots, robots, scrapers, or spiders to access, monitor, or copy any part of the ESP, except those automated means that EOICA has approved in advance and in writing.

14. Escoffier ePortfolio. EOICA makes no guarantees regarding career success or job placement as a result of participation in the Program; however, students may copy their assignments to an ePortfolio to market themselves to potential clients and/or employers.

Program Representations and Disclaimers

15. Representations and Acknowledgments. EOICA is proud to be a unique Academy that has developed a unique program that demonstrates online culinary techniques and instruction, recipes, etc. EOICA has designed its program to provide useful training for beginning and entry level culinary professionals. You have reviewed and evaluated EOICA's program fully and believe that it is a good program for you. You are aware, however, that laws govern professional practices, and that each state has

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its own regulations regarding, among others, the field of culinary arts. It is the responsibility of the student to ensure his or her compliance with the laws of his or her particular state.

16. Disclaimers. During the course of the Program, you will receive the services of our Chef Mentors. Our Chef Mentors are, or have been, food service professionals. Under certain circumstances, there may be risks of injury or illness involved in the student's participation in this Program (“risks”), which may include, but are not limited to, allergic reactions or interactions with foods. Additionally, throughout the Program, students work with culinary equipment and knives.

EOICA makes every attempt to identify ingredients used in the required assessments. Some of these ingredients may cause allergic reactions for those with food allergies. Each student needs to be aware of the severity of food allergies. There is always a risk of contamination. There is also a possibility that manufacturers of the commercial foods and/or ingredients utilized could change the formulation or substitute at any time, without notice.

Students concerned with food allergies need to be aware of this risk. Students with food allergies are encouraged to contact their physician for additional information and/or support. The student expressly assumes any and all risks. The student should carefully consider these risks before proceeding with this Program.

Additionally, though EOICA prides itself on the curriculum and materials it has developed, EOICA makes no guarantees regarding career success as a result of the Program, and EOICA disclaims liability for any harm or damages caused in connection with the implementation of its Program and materials, including liability that might result from launching one’s own business or rendering advice.

17. Participant Technology Services. Because our Program utilizes the latest in distance-learning technology, EOICA provides technical support to help students/participants in accessing the Program via the ESP. This includes support in accessing EOICA websites and troubleshooting features specific to our site(s). However, this support does not include providing personal computer troubleshooting (i.e. computer freezes, browser problems); assistance with third-party websites (i.e. correcting HTML issues for students/participants on our ESP Lab and/or social networking websites); or support with non-EOICA products or programs.

18. Availability of Website and ESP. Student/Participant acknowledges and agrees that the Website and ESP access may be unavailable for periods of time and EOICA shall have no liability to student, participant or any person or organization claiming rights deriving from student's rights in connection therewith. EOICA may disable access to or use of the Website and ESP at any time without notice to students/participants for the following reasons: inappropriate conduct, delinquent account balance, after 1 year of study without successful completion of the program, student cancellation/withdrawal.

Refer to the EOICA Catalog for additional information.

19. Program costs. eBooks and Materials– The costs associated with this category include the Escoffier Tool Kit, e-books and materials needed for Program completion, the initial set up and technical assistance for the online technology provided to each student/participant which includes Escoffier Student Portal

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ESP and the ePortfolio hosting. All materials associated with this fee are considered consumed upon acceptance of delivery.

If you reside in a foreign country, and your government assesses a tax/duty on the shipment or importation of EOICA's culinary knowledge materials, you are responsible for paying those taxes/duties to the appropriate taxing authority.

The student will pay the Program cost as designated when they choose the payment option. If any scholarship(s) or financial assistance has been awarded from any organization, agency, employer, etc., the Program cost shall be reduced by the amount(s) received. Student/Participant acknowledges that there is no option for rescheduling or reorganization of the Courses and Modules.

20. Choice of Payment. The student may pay his/her costs using any major credit/debit card, (MasterCard, VISA, American Express). If, for any reason, the student's credit/debit card declines to issue payment to EOICA; or, if student's payment is otherwise not received in accordance with the schedule, EOICA will attempt to re-submit the credit/debit card as applicable. If the payment due is not made in full within 10 days of the payment due date, a \$25.00 late fee will be assessed. Participant's access to the ESP will be suspended at the discretion of EOICA until the payment is resolved. If at any time the participant's payment is overdue by more than thirty (30) days for any reason, the participant will be withdrawn from the Program and all participant access discontinued until payment is made.

Adverse Action

21. Suspension and Expulsion. EOICA retains the right to suspend the student/participant from EOICA and the Program for any reasonable period of time (as determined in EOICA's sole discretion) in the event that EOICA determines suspension to be appropriate.

Reasons for the suspension may include, but are not limited to, violations of the Escoffier Student Portal ESP, this Escoffier Student Portal (ESP) Agreement, the Code of Conduct, or ESP Rules. EOICA also retains the right to dismiss or terminate the student from EOICA and the Program in EOICA's sole discretion. Reasons for the expulsion may include, but are not limited to, violations of the Escoffier Student Portal ESP, this Escoffier Student Portal Agreement, the Code of Conduct, or ESP Rules.

22. Appeals. Students may appeal, in writing, any academic status change, including expulsion and suspension. Written appeals must be delivered to the participant's Chef Mentor within five (5) days of status change or expulsion. The appeal must include description and evidence of extenuating circumstances to be considered as mitigating the cause of status change or expulsion. Upon receipt of an appeal, the Program Director will make a determination, at his/her sole discretion, which shall be final.

Intellectual Property and Non-Competition

23. Right to Photographs and Recordings. Because EOICA is always updating its materials, EOICA updates course and module content and activities from time to time with additional videos and or live streaming of culinary events. Students may be invited to these events. If the student attends any of these events, the recording of, and any photographs from, that event are the exclusive property of EOICA, and

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EOICA has the exclusive right to print, display, publish, exploit, disseminate, and otherwise utilize the media for any and all purposes, whether or not the student's likeness is captured on the media. By attending any of these events, you agree that EOICA, its agents, licensees and assigns, have the irrevocable right to use your name and likeness in connection with any advertising, promotion, or marketing of EOICA, and any other use of the recordings and photographs. In addition, you waive, without limitation, all rights and release and discharge EOICA from, and shall neither sue nor bring any proceeding against any such parties for, any claim, demand, or cause of action (whether now known or unknown), for defamation, invasion of right to privacy, publicity or personality or any similar matter, copyright infringement, or any other matter whatsoever based upon, relating to or arising from the use, exploitation, distribution, advertisement or promotion of the recordings and photographs. No fees, royalties, or payment of any kind shall be due to you or any other party in connection with the rights granted to EOICA in this paragraph.

24. Proprietary Materials and Intellectual Property. The student acknowledges that all of the “materials”—including but not limited to the EOICA, the Program, curricula (as expressed in Course, Modules, the ESP, the Escoffier ePortfolio and elsewhere), concepts, techniques, methods, and other information, including any downloads, such as digital recordings and documents—to which the student is exposed in connection with any part of the EOICA program, whether orally or in writing, are the sole property of EOICA. The student acknowledges that EOICA has invested extensive resources in developing the materials, and that the materials are commercially valuable and confidential property of EOICA.

EOICA reserves all ownership rights to these materials. The student will not reproduce, copy or otherwise duplicate, distribute, lend, sell, or otherwise transfer or disclose to any other individual or party, the materials or ESP structure and content without the express prior written consent of EOICA.

EOICA also reserves all ownership rights over its intellectual property, which includes any copyrights, trade names, trademarks, logos, or service marks it owns such as "Escoffier Online International Culinary Academy™" (collectively, the “logo trademarks”), as well as all “materials” as defined herein.

The student shall not use any of the name trademarks, including, in particular, "Escoffier Online International Culinary Academy™", with or without additional words or letters, as either: (1) a business name; (2) a slogan; (3) a domain name or sub-domain name; (4) with the first letters of each word in lower case (e.g., “escoffier online international culinary academy™”); or (5) in any other manner that infringes or dilutes EOICA's rights in its trademarks. The student may, however, use any of the name trademarks when referring to EOICA and to refer to the student's academy of training, with proper placement of the ® or TM notice.

The Escoffier Student Portal (ESP) and Escoffier ePortfolio are trademarks of Escoffier Online International Culinary Academy. EOICA's logo, trademarks, Escoffier ePortfolio, the Escoffier Student Portal (ESP) and the logo may never be used without express written permission from EOICA.

Relief, Arbitration, and Notice

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25. Potential Harm to EOICA. The student understands that any violation of paragraph 24 would likely cause EOICA to suffer harm which may be irreparable. Thus, EOICA shall be entitled to obtain a restraining order and other injunctive relief should a student violate or demonstrate intent to violate those paragraphs. Such restraining orders and injunctive relief shall be without bond and in addition to any remedies available at law.

26. Arbitration. Except with respect to the equitable remedies set forth in paragraph 25 above, in the event a dispute arises between the student and EOICA, either arising from this Agreement or otherwise pertaining to the relationship between the parties, the parties will submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration rules). Any arbitration commenced between the parties must be filed in Cook County, Illinois. In addition to fashioning an award, the arbitrator is empowered, but not obligated, to direct the losing party to pay all arbitration costs and fees as well as the prevailing party's reasonable attorneys' fees and costs.

27. Notice. If the student needs to initiate an arbitration claim, the student must serve notice to EOICA by regular and certified mail (return receipt requested) at the following address: President, Escoffier Online International Culinary Academy, 2800 W. Higgins Road, Suite 835, Hoffman Estates, IL, 60169. If EOICA needs to initiate an arbitration claim, it shall notify the student at the address provided in the enrollment application.

Miscellaneous Provisions

28. Choice of Law. The law of the State of Illinois shall be used to construe, govern, and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this contract.

29. Interpretation. No adverse inference shall be drawn against the party whose attorneys physically prepared this Agreement. The provisions protecting EOICA's intellectual property, materials, and program are intended to be as broad and inclusive as Illinois law permits.

30. Reformation and Severability. If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable, the remainder of the Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If any court determines that any restrictive covenants are excessive in duration or scope or are unreasonable or unenforceable under the laws of Illinois, it is the intention of the parties that such restrictions may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of Illinois.

31. Survivability. Paragraphs 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 28, and 29 are deemed to survive any termination of this Agreement.

32. Entire Agreement. This Agreement sets forth the entire understanding of the Parties on the specific matters addressed herein, and supersedes any and all prior agreements, understandings and negotiations, both written and oral, between the Parties. The Parties acknowledge that no statements, whether oral or written, that are not expressly set forth in this Agreement have been relied upon or are intended to be

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made part of this Agreement. The headings and definitional terms for this Agreement are for organizational and drafting purposes only and shall not affect the substantive rights and obligations of the Agreement.

Escoffier Online International Culinary Academy is committed to making the participation in the EOICA Programs a powerful and transformative experience, and looks forward to empowering the student in accomplishing his or her goals at EOICA.

The student has read this entire Agreement, understands its terms, and fully commits to upholding all terms of this Agreement.

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ACKNOWLEDGEMENT

By signing below, you, the student, agree to be bound by this agreement and to pay the total stated Program costs & fees consistent with the financing plan selected at the time of purchase. Timely payment of all monies due shall be a condition of continuing access to the Escoffier Student Portal. Upon satisfactory completion of all Program requirements and Program payment in full, EOICA will award the student a Certificate of Completion.

The student hereby certifies that:

I have read, understand and am committing to the terms and conditions of this Enrollment Agreement. I further acknowledge that this Enrollment Agreement constitutes my agreement to participate in the Escoffier Online International Culinary Academy.

This Enrollment Agreement replaces any verbal or other communication that may have been made contrary to what is contained in this Enrollment Agreement. An exception to the final Enrollment Agreement would be any applicable executed financing plan and promissory note(s).

This Enrollment Agreement may not be amended except by a written agreement signed by both of the parties to the original Enrollment Agreement.

I further certify that I am (check one):

at least eighteen (18) years of age and of legal age to execute this Enrollment Agreement.

not eighteen (18) years of age, but have obtained parental consent as reflected in the execution of this agreement by his/her parent or legal guardian signature below.

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amounts paid by the debtor hereunder.

Please review and verify all information below. **With the exception of Military APO situations, we cannot deliver an Escoffier Professional Tool Kit to a Post Office Box**, so if you have used a PO Box address for billing, please make sure that you provide your physical delivery address below. Make any necessary corrections in the spaces provided.

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Last Name	First Name	Middle Initial
<hr/>		
Physical Address (Required for Tool Kit shipping)	Street Address	Apartment #
<hr/>		
Mailing Address (Such as Post Office Box if student is using this different address for Program billing)		
<hr/>		
City	State	Zip Code
<hr/>		
Country (if outside U.S.A.)		
<hr/>		
Email Address	Primary Contact Telephone #	
<hr/>		
Student Signature	Date	
<hr/>		
Parent Signature (if applicable)	Date	
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