



# EF Academy Enrollment and Student Conduct Agreement

# Oxford

EF Academy Enrollment and Student Conduct Agreement ("EF Academy Agreement") contains important terms relating to student conduct, enrollment conditions, parental permissions, an assumption of risk and release of claims, and other important information about the EF Academy program. Both parents/guardians and students should carefully read it to ensure you are aware of, understand and agree to EF Academy's policies. Both parents/guardians and students are required to confirm their acceptance of these terms by signing the final page of this agreement. Wherever the EF Academy Agreement has been translated, the English version supersedes the translated version in the event of ambiguity. All EF Academy programs are organized by EF International Academy Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland. The program in the United Kingdom is administered by EF International Academy UK Ltd. The terms in this Agreement apply to all admissions made for courses commencing from 2025 onwards.

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We (the student and parents or legal guardians) have read, understand, and agree to the following in exchange for enrollment at EF Academy:

## **Terms of Acceptance**

#### **English language requirements**

EF Academy teaches all subjects in English. Non-native English speakers are expected to demonstrate an ability to communicate effectively in English and in accordance with the level required per program/grade. EF Academy reserves the right to require an English language assessment or test prior to or at the start of the program to determine the student's language proficiency. If the English language level at the beginning of the program demonstrates an inadequate level to meet the requirements of the program, EF Academy reserves the right to re-assign the student to another suitable program. Students who withdraw as a result of the change of program will be subject to the standard cancellation policy.

#### **Academic requirements**

If students do not meet the academic criteria of their original chosen program, as outlined by EF Academy in the Acceptance Letter, they will not be allowed to proceed but will be offered:

- the option to defer to the following year, subject to meeting age requirements.
- the option to withdraw in accordance with the standard cancellation rules. Students are required to meet the appropriate CEFR English level for their program.

#### Special educational needs

Parents/guardians are required to identify any known special educational needs by filling out the 'Academic Addendum' document during the application process for EF Academy to determine whether the school can accommodate such

needs. To be eligible to participate in the program, the student must have a report with recommendations by a medical or educational specialist that enables the school to support the needs of the student. EF Academy reserves the right to withdraw students with pre-existing special educational needs that cannot be accommodated and were not mentioned in the Academic Addendum or Admissions Interview prior to their arrival. In the event of a withdrawal under these circumstances, the EF Academy standard cancellation policy applies.

#### Health requirements

Students are accepted on the basis that their mental and physical health allows them to participate in full-time studies in a boarding school environment. Parents or guardians are required to inform the school of any previous and/or current medical or physical condition that may affect the student's performance, behavior, or safety in the school before applying for admission. Any form of medical condition including any type of mental health condition affecting the student, together with information about any medication or regime required by the student, must be made known in English to the school or local EF office who will share this information, as appropriate, with the medical staff, residential advisors, and school officials.

To be eligible to participate in the program, the student must have submitted a fully completed Medical Declaration. EF Academy reserves the right to withdraw students with pre-existing medical conditions, new medical conditions and/or special medication needs that cannot be accommodated and were not mentioned in the Health Certificate prior to their arrival. In the event of a withdrawal under these circumstances, the EF Academy standard cancellation policy applies.

#### Issuance of visas

Special conditions apply for students requiring visas to study at any of EF Academy's campuses. EF Academy will only issue a CAS (Confirmation of Acceptance to Study), when we obtain all of the following: payment of 50% of the program fee; Passport; Acceptance letter, Interview form, Consent form, Academic transcripts, TB certificate (if applicable); Language test, Birth certificate, Proof of Funding, and the signed EF Academy Agreement.

#### At school

#### Arrival to school

Students are required to arrive on campus as communicated by the school in the onboarding materials. If students arrive late, they will be marked as absent which may affect their grades and potentially also their visa. No refunds will be granted for time missed due to late arrival.

#### **Airport transfers**

EF Academy arranges airport transfers for students' arrivals at the commencement of their course of study to campus, which is included in the tuition and mandatory fees. Students are required to utilize this service unless special circumstances hinder them from doing so. If a student does not use this service for this arrival, there is no refund or adjustment made for the transfer not used.

#### **Student Accommodation**

EF Academy provides standard accommodation to all 7-day and 5-day boarding students. Standard accommodation

is normally two students of the same gender per room. EF Academy's aim is to provide all students with their preferred student accommodation option but cannot guarantee specific accommodation requests. If a student wants to upgrade to a single room there will be an additional cost associated with the upgrade as well as a potential requirement of approval from the school. There also needs to be space on campus to accommodate this request, which may not always be possible.

Any change in student accommodation arrangements during the school year is subject to prior written approval by the Head of Boarding or their designate of the respective campus.

Student accommodation is not available during the winter holiday period. Summer accommodation is not available unless enrolled in a summer course.

#### Meals

Full boarding students: Breakfast, lunch, and dinner during the week, as well as brunch and dinner during the weekends, are included in the cost of tuition.

5-day boarding students: Breakfast, lunch, and dinner during the week are included in the cost of tuition.

Day students: Breakfast, lunch and dinner during the week are included in the cost of tuition.

#### **Travel insurance**

EF Academy has negotiated and entered into a tailor-made insurance group policy with the insurance provider Erika Insurance Ltd. (or with an alternative insurance company as defined in the applicable policy), under which EF International Academy Ltd. is the policyholder.

This travel insurance coverage (including a sport/risky activity supplement) is included in the program fee for all students except for US and Canadian residents. Students are covered by this insurance from the time they leave their home country and depart for school until they return home when the program has ended. Students are not covered if and when they return to their home country during the course of the program. Complete general conditions are found at <a href="www.erikainsurance.com">www.erikainsurance.com</a>. US and Canadian residents are required to provide evidence of personal insurance by sending a copy of the insurance coverage to the admissions office. EF Academy requires a policy covering the equivalent of GBP 320,000 third-party liability insurance.

Parents or guardians are responsible for ensuring that their child has sufficient coverage to meet any medical, dental, or emergency care needs and personal property coverage while attending the program. In the absence of sufficient health insurance, parents or guardians will be required to pay directly for any medical care their child receives. If EF Academy pays for or advances funds to cover any medical or health-related costs on behalf of a student, the parents or guardians agree to fully reimburse the school for all such expenses promptly upon request.

#### Personal property

The travel insurance policy includes coverage for personal property. For a full overview of appliable coverage please visit: <a href="https://www.erikainsurance.com">www.erikainsurance.com</a>. EF Academy is not responsible for any loss or damage to property, which may occur while the student is living in student accommodation.

#### Medical treatments at school

EFAcademy is authorized to take any action deemed necessary for students' safety and wellbeing, including notifying parents/ guardians and/or securing medical treatment (at the parent's/ guardian's expense). EF Academy retains the right, in its sole discretion, to contact the student's parents/guardians with regard to health issues that relate to the student. If, in the opinion of a licensed physician, a student needs medical or surgical services which require a parent's pre-authorization or consent, parents hereby authorize, appoint, and empower EF Academy to furnish such consent on the parent's behalf. EF Academy will attempt to notify parents as quickly as possible, but parents confirm that it is the parent's desire that student be furnished with such medical or surgical services as soon as reasonably possible after the need arises.

The school is hereby authorized to supply minor medical care or emergency support as determined to be appropriate by the school staff. The parent also authorizes the school's staff to meet with and guide the student regarding emotional, social, or family circumstances. Counseling sessions are kept confidential unless there are serious concerns about the student's well-being.

All medication use and distribution, including over-the-counter medication, is governed by the EF Academy Medical Provisions and Medicines Statement which forms part of the Student Handbook. Parents/ guardians must notify EF Academy of any student medication needs promptly after enrollment and must complete the Authorization for the School to Administer Medications form.

#### Technology and hardware requirements

EF Academy uses technology extensively for safety and learning. Students are required to provide the following devices:

- Smartphone: The school regularly communicates with students using mobile Apps and SMS and therefore all students are required to have a smartphone. The smartphone must be running the latest version of either Android or iOS and bringing a phone with NFC functionality is strongly encouraged. Students at the Oxford campus must have an active UK mobile phone number and data plan.
- Laptop Computer: All students are required to have a laptop computer that can connect to Wi-Fi in the classrooms and in the residence halls. Because technology is constantly evolving, it is not practical to provide specific hardware recommendations in this document. However, almost any recent model of a laptop computer that is running the most recent version of Windows or macOS should be acceptable. For any questions about the suitability of a particular device, please contact the EFA Admissions Department.

#### **Software and Applications**

EF Academy uses a variety of online services/applications in support of academics, residential life, and student activities. A non-exhaustive list of some of these tools is provided below.

**Academics:** All students are required to use Google Workspace (set of productivity tools), Google Classroom (classroom management), and Managebac (Learning Management System). Many students also use Zoom (video communications), Edpuzzle (video tutorials), Kognity

(textbooks), UCAS (college application), Bridget U, and Uniflow (printing management), in addition to services such as Quizlet (flashcards), Kahoot (quizzing and feedback), and field-specific services such as EF SET (a test of English for speakers of other languages) and various online services for Math, Science, History and so on.

**Residential Life:** All students are required to use Orah (student communications and safeguarding app).

**Student Activities:** Students participating in certain activities might use an online service during the employee-supervised activity. For example, STEAM (an online gaming service used during supervised activities).

Many of the aforementioned online services require parental consent before a student can be allowed to access the service. By signing this document, you as parent/guardian grant EF Academy the authority to sign up your child for the listed online services and for any additional online services that the School deems necessary to promote the academic growth and wellbeing of your child while enrolled in EF Academy.

#### **Code of Conduct**

EF Academy expects the highest standards of behavior, manners, and etiquette from our students at all times. EF Academy's aim is to ensure that all students have a successful experience. EF Academy reserves the right to make decisions for a student in his/her best interest. Students are required to abide by the decisions made by EF Academy on the student's behalf. Violations of this Code of Conduct, the Student Handbook or any conduct which EF Academy deems in its sole discretion to be incompatible with a successful academic experience will lead to disciplinary sanctions which may include expulsion from the program.

#### Campus-specific policies

Each EF Academy campus has several individual school policies such as Health and Safety, Behavior Policy and Disciplinary Sanctions, Complaints and Expulsion. These are available in the Student Handbook and also made known to students on arrival.

#### Visa Compliance:

- Students must always adhere to the terms of their Student Visa. If a student fails to comply with UK Visas and Immigration (UKVI) Regulations, the student's CAS may be withdrawn, and as such, their right to remain in the UK. Expulsion will automatically result in the student's CAS being withdrawn.
- In accordance with UK immigration regulations (Student Visa), students are not permitted to accept employment while enrolled at EF Academy.

If a student is judged to have broken any school policies or any other local, state, or national laws, or committed any act or omission that in EF Academy's sole opinion warrants disciplinary review, students will be subject to appropriate disciplinary measures, up to and including expulsion and, if applicable termination of the student's visa. In the event of an expulsion, the EF Academy standard cancellation policy applies.

#### Health and Wellbeing:

If during the program, the student is diagnosed with a physical condition that prevents him/her from participating normally in their program, they may be sent home, at the discretion of EF Academy. Similarly, if the student is diagnosed with a mental health condition (including but not limited to anorexia, bulimia, anxiety or adjustment disorder, or depression) or if a student shows clear symptoms of a mental health disorder that puts the safety of the student or those around them at risk (including but not limited to binging, purging, restrictive eating, panic attacks, anxiety, self-harm or suicidal ideation), the student may be sent home on medical leave. Parents/ guardians may be required to physically collect the student from campus within 24 hours of being notified. Any costs incurred by EF Academy for making arrangements in case of the parents'/guardian' failure to collect the student will be invoiced to the parent/guardian. Should the need arise for the student to speak to a medical or mental health provider, these evaluations will be confidential to relevant staff of EF Academy and/or its affiliates if necessary to protect the vital interests of the student. We, the parent(s) or guardian(s) consent to such treatment and authorize such release.

In the event that a student becomes pregnant and unable or unwilling to participate in the studies, the student will need to return home at the parents'/guardians' own expense. Pregnancy and childbirth-related leave will be treated as a medical leave according to the Attendance Policy.

Should the student's medical leave impact the student's ability to complete their program, they may be required to repeat the academic year. Depending on the length of medical leave required, the student may need to withdraw for that academic year. See the Withdrawal Policy section of this Agreement for refund policy conditions.

Definition: Medical Leave is when a student is deemed unable to continue with their program on any medical grounds. They will be required to return home to receive necessary treatment, therapy, or support.

#### **Search and Confiscation:**

EF Academy retains the right to conduct a search upon reasonable belief that a student is in possession of any materials that are in violation of school rules and/or the law. A student who refuses to cooperate is subject to the same procedures and discipline as a student who has been found to possess such materials.

EF Academy may search students, their dorm rooms, and their possessions without their consent or without their presence if a member of staff has reasonable grounds for suspecting that the student is in possession of any prohibited items listed above.

When possible, a search of a student's room will be undertaken by designated staff members nominated by the Head of School. All confiscated items will become the property of EF Academy if there are reasonable grounds for suspecting that the item: poses a risk to staff or pupils; is prohibited, or identified in the school rules for which a search can be made; or is evidence in relation to an offence. and will not be returned to the student or parents/guardians.

#### **Fire Protection:**

- In the event of a fire alarm, all students MUST immediately exit the building through the nearest emergency exit and proceed to the designated gathering area. Students who intentionally disobey these rules and elect to ignore the fire alarm will be subject to disciplinary sanctions.
- Students must never hang things on or tamper with fire protection devices, such as sprinkler heads, smoke detectors, and fire strobes. Students will be responsible for personal property damage if they disobey these rules and set off sprinkler heads. Students found tampering with any fire protection or other fire safety device could be subject to a fine and disciplinary sanctions.
- If students cause a fire alarm to go off and it results in EF Academy receiving a false alarm charge from the fire department, EF Academy will charge the student the cost of the alarm.

#### Vehicles:

 Students are not allowed to have or lease a car, motorbike, or moped on school premises, or drive a vehicle while off campus.

#### **Parent/Guardian Provisions**

#### Your Responsibilities as an EF Academy Parent/Guardian:

- To be a partner with EF Academy, working together to achieve the best possible education for your child
- To work with the school to ensure your child understands and abides by the EF Academy Agreement and Student Code of Conduct and other School Policies.
- To support the policies and procedures of the school designed to ensure the safety and security of all our students

### This includes:

- To support the high standards of student accountability and behavior in the school and understand their importance in ensuring a good learning environment for all. Students will have strict deadlines for homework, projects, and internal assessment, and meeting these deadlines will affect your child's success
- To ensure the school is well-informed and updated on any relevant educational needs, medical conditions, or behavioral issues so that EF Academy can provide the highest standards of care and support
- Ensuring your child is fully vaccinated as required by federal, state, and local law
- To ensure that your child arrives and departs according to the published term dates on the academic calendar
- To provide an up-to-date email address and phone number to allow the school to contact you, and to inform the school of any changes to contact details
- To provide an appropriate emergency contact and update any changes to their contact details
- To regularly access the online attendance and grade book and stay informed of your child's progress

- To encourage your child to make the most of the opportunities presented to them
- To ensure that your child continues to practice and develop their English language skills during school holidays if necessary
- To be aware of and embrace the fact that your child will experience different cultures and be exposed to different ideas from those of their home culture as a necessary part of developing a wider cultural understanding and becoming a truly global citizen

#### Power to act on behalf of student

The undersigned hereby gives to EF Academy, its officers, employees, and agents full authority and permission to take whatever action they feel is reasonably warranted under the circumstances, and to act as agent of the undersigned student and parent/guardian, regarding the named student's health, safety, or wellbeing. This authority and permission includes, but is not limited to, the following: Rendering or ordering medical treatment; the giving of medication; and any examinations, x-rays, anesthetic, medical or surgical diagnosis or treatment or hospital care, if and as deemed necessary; contacting medical or law enforcement personnel. The undersigned understands that a reasonable attempt will be made to contact the undersigned parent/ guardian before any action is taken. The undersigned agrees to be financially responsible for all costs associated with such actions, including any medical attention so authorized or ordered during the student's attendance at EF Academy. The undersigned represents that the named student has no medical restriction that limits his/her full participation in the programs and activities of EF Academy, except as disclosed in any writing within the Academic Addendum or the Health Certificate.

#### **Activity permission**

EF Academy offers students the opportunity to participate in a variety of indoor and outdoor activities, including weekend outings and field trips, throughout the year. EF Academy organizes and encourages its students to take part in physically strenuous activity. Students and parents should be aware of the normal risks inherent in any strenuous activity or contact sport. Due to such risks, it is imperative that students follow the coaches' instructions, understand and play within the rules of their sport, and adhere to the leagues' code of ethics when involved in competitive athletics. Students are expected to follow the directions of chaperones and adhere to school rules while on school trips, including weekend outings. By signing this agreement, the student has permission to participate in all activities offered at EF Academy. If you as parents/guardians are aware of any special circumstances involving your child that might increase the risk of injury or would like to restrict your child's participation in activities in any way, you are required to state any such circumstances in the health addendum. If you have any particular concerns about your child participating in any of the school activities, you must discuss your concerns with the school directly. In spite of the precautions taken to minimize the risks to the student, parents or guardians understand that it is possible that he/ she could be injured, even seriously injured, while involved in school activities.

#### **School Trips**

During the academic year, your child may be expected to participate in a school trip, such as a sports event, academic trip, community project, or weekend trip. Transportation could be in a hired bus, in a school bus, in a car from a local care service or ride-share platform like Uber / Lyft, or in a vehicle driven by an EF staff member. You understand and acknowledge that EF may assist with transportation of students above 18 to appointments without your consent when requested by the student.

By signing this agreement, the student has permission to participate in off-campus travel as set forth in this Agreement. If you would like to restrict your child's participation in activities in any way, you are required to state any such restriction in writing in English attached to this document. Please contact the EF Academy office in your home country or the school directly to discuss further.

EF Academy will take reasonable steps to enforce any restrictions to off-campus travel. However, EF Academy will not be responsible if your child fails to adhere to restrictions relating to off-campus travel. Students will be subject to disciplinary sanctions if they are found to have violated restrictions or to have behaved in a way that risks the safety of themselves or others while off-campus.

# Fees and payment terms

#### **Tuition Fees**

Ahead of each academic year, students will receive an invoice specifying the fees for the coming year. Tuition and other applicable fees may change from year to year. By paying the First Installment to confirm your child's place at EF Academy, EF Academy is reserving a space for your child and maybe forgoing another applicant. You understand that the overhead expenses of EF Academy will not diminish should a student choose not to attend or to leave during the term. Therefore, once you have paid the First Installment to confirm your place at one of EF Academy's campuses you are responsible for the full cost of tuition regardless of whether the student chooses to withdraw prior to the start of the term or is withdrawn, absent, or is involuntarily separated from EF Academy. Refunds will be available only as outlined in this Agreement.

EF Academy reserves the right to adjust the program content, program fees, and other fees due to inflation, international currency fluctuations, increase in transportation costs, or any other factors beyond its control (including but not limited to force majeure events) at any time, to be in effect for the following academic year. Published fees are valid for the academic year for which you enroll. Notice of changes will be given in advance.

#### Methods of payment

The enrollment fee and the program fee can be paid through EF Academy's payment partner Flywire or with bank transfers. Please note that all transfers must reference the full name of the student, school, and booking reference number to ensure quick and proper credit to their account. The sender of funds is responsible for paying the bank charges and commissions for both the sending and receiving banks or they will be applied to the student's account. The application/enrollment fee is non-refundable.

#### Payment terms for new students

To secure a place in EF Academy programs, an initial payment of 3,500 GBP (the 'First Installment') is payable immediately upon admission. Cancellations communicated after payment of this first installment are subject to a cancellation fee as outlined in this document. Each student will receive an individual payment schedule in conjunction with their initial invoice depending on the time of enrollment. Final balances must be settled no later than June 30 in the calendar year of the course start.

#### **Continuing students**

To secure a place for the following school year, continuing students must pay 50% of the program fee (tuition & accommodation fee) as per invoices sent out at the end of the first term of each calendar year. If 50% program fee is not paid by the date stated on the invoice a late fee of 750 GBP will be applied. The total balance is due June 30 in the calendar year of the course start date. If the full payment is late there will be another 750 GBP late fee applied. Payment for a subsequent school year or course also implies agreement with the fees relating to that academic year and any updated terms in the EF Academy Agreement for the subsequent courses.

#### Summer preparation courses

Students enrolling in a summer preparation course are required to pay at least one term of their subsequent course (tuition and accommodation fee) prior to arriving on campus.

#### Overdue payments

If any fees become overdue, EF Academy reserves the right to suspend or cancel enrollment. EF Academy reserves the right to send home students arriving to school with outstanding financial obligations towards EF Academy at the parent's/guardian's expense. In every case, EF Academy will charge a late payment fee of 750 GBP, if all fees are not paid by June 30 in the calendar year of the course start date.

#### Security deposit

EF Academy charges a 1000 GBP security deposit for potential damage caused by a student, costs incurred by the student during their time with EF Academy or remaining balances on their accounts. The deposit will be included on the invoice and is to be paid together with the regular fees. Parents are responsible for providing EF Academy with a verified bank account. Provided that EF Academy has received the information to provide reimbursement, EF Academy will reimburse, in GBP, the security deposit less any deductions within 120 days after the student's final year with EF Academy. EF Academy will not reimburse banks in Russia.

#### Cancellations, Withdrawals and Expulsion

#### Standard Cancellations, Withdrawals, and Refund Policy

All cancellations must be made in writing to your nearest EF office or local EF representative. For any refund claims, EF Academy will consider the date of the written notice of cancellation as the date of receipt of the notice.

# For the 2026/2027 Academic Year Prior to start of course: Cancellation

Students canceling before September 30, 2025 will receive a full refund including deposit of £3,500.

Students canceling between October 31, 2025 and February 28, 2026 will be refunded all payments except £500 enrollment fee and £1,500.

Students canceling between March 1, 2026 and June 30, 2026 will be refunded all payments except £500 enrollment fee and £3.500.

Students canceling between July 1, 2026 and school arrival day, as indicated on the school calendar of the starting semester, will be refunded all payments except  $\pounds 500$  enrollment fee and 50% annual tuition, accommodation fee and mandatory fees.

Students canceling after school arrival day will be charged a cancellation cost equivalent to 100% of the annual tuition, accommodation fee and mandatory fees.

The same cancellation terms apply to January based on number of days prior to school arrival as above.

#### After start of course: Withdrawals

A student who withdraws from EF Academy is also subject to the cancellation cost equivalent to 100% of the annual tuition, accommodation fee and mandatory fees. This policy is applicable irrespective if the student has arrived at the campus or not.

#### **Expulsion**

Students are admitted on condition of these terms and conditions and any other relevant school policies and rules communicated by EF Academy. EF Academy reserves the right to expel any student who breaches school rules or applicable laws, whom the school administration considers detrimental to the school community, for failure to meet financial obligations towards EF Academy. Parents or family members will be expected to make arrangements immediately to come collect the student in case of expulsion. There will be no refund in the event of expulsion.

#### Forfeiture

Any claims against EF Academy must be made within 5 days of a student's departure from the campus, otherwise, the claim is forfeited.

# Release and Agreement

#### **Release of Claims**

Without limitation, EF International Academy Ltd. (Switzerland), EF International Academy UK Ltd., and EF International Academy, Inc. (United States) and their affiliates, which shall include related entities, officers, directors, shareholders, agents and/or employees ("EF Academy") are not responsible for any injury, loss or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government; acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; public health issues or emergencies, epidemics, pandemics, plagues, outbreaks of infectious disease, mass-illness; criminal, terrorist, or threatened terrorist activities of any kind; mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; dangers associated with water-based activities; dangers associated with or bites from animals, insects, or pests; food poisoning; student committed bad acts or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of EF Academy.

The student and their parents or guardian hereby agree to release, indemnify, and hold harmless EF Academy and its affiliates, which shall include related entities, officers, directors, shareholders, agents, and/or employees of any EF entity or others to the extent acting or purporting on aforementioned persons'/entities' behalf (all of said persons/ entities hereinafter being referred to as "Released Parties"), and agree not to sue the Released Parties for any claims that the student, parents or guardians may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property, or other damage they may suffer from any cause whatever related in any way to student's participation in any program or event related to the EF Academy program, including negligence other than from intentional or reckless acts by such parties. The student and their parents or guardians agree that this Release applies to and binds themselves and their minor child (if applicable) along with their personal representatives, executors, heirs, and family.

#### Force Majeure

EF Academy shall not be liable to any student for the need to close EF Academy or modify or postpone the EF Academy program as a result of events that are beyond EF's reasonable control. These matters include such "acts of God" or force majeure events as actual or threats of: fires, epidemics or pandemics, or other public health issues or emergencies (such as but not limited to the current COVID-19 pandemic); severe weather events or natural disasters such as but not limited to hurricanes, earthquakes, tsunamis, tornadoes, fires, floods, volcanic activity, or landslides; war (whether declared or undeclared); terrorist activities; instability in a school location; incidents of violence, riot, sabotage, civil commotion, or nationalization; strikes or labor disputes or lockouts; government orders, sanctions, actual or potential quarantines, or other restrictions affecting travel in, to, or around a location; disruption to transportation; chemical or radioactive contamination; or any other reason that makes it actually or potentially impossible or illegal for EF Academy to conduct the term as originally contracted. Cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any student or their parent or guardian and EF Academy shall have the sole discretion to take steps it deems appropriate under the circumstances, including but not limited to: relocating school operations to other premises, operating via distance learning, extending the school year, and/or scheduling weekend classes. Fees that have already been paid will not be refunded.

#### **Release of Student Records**

Student and parents or guardians' consent and hold EF Academy harmless for the release of student's records and information upon request by an educational institution or law enforcement agency. Parents or guardians also release and hold EF Academy harmless from any liability stemming from the use, disclosure, or release of student's records or information.

#### Liability for student actions

Any liability for the student shall also infer liability on the parents or guardians of the students, and such liability is joint and several. The parents/guardians of the student hereby agree and accept such joint and several liability on behalf of the student.

#### **Governing Law and Jurisdiction**

All EF Academy programs are organized by EF International Academy Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland. The program in the United Kingdom is administered by EF International Academy UK Ltd. The terms in this Agreement apply to all admissions made for courses commencing in 2025 or later. The EF Academy Agreement shall be governed by and constituted in accordance with the laws of Zurich, Switzerland and any dispute arising out of or in connection with this Contract or the program shall be settled by ordinary courts of Zurich, Switzerland.

#### **Closed Circuit Television on Campus**

We have Closed Circuit Television (CCTV) on campus, it covers some outside areas, in the residence building stairwells and the Student Lounge, but it is not in student rooms or bathrooms. Students and parents understand that the student's image will potentially/probably be on camera when they are in these areas of the campus.

#### **Subcontractors**

Nothing in this Agreement shall prevent EF Academy from utilizing the services of any subcontractor as it deems appropriate; provided, however, that EF Academy shall require its subcontractors to comply with all applicable terms and conditions of this EF Academy Agreement in providing such services and that EF Academy shall be fully responsible for the actions and/or omissions of the sub-contractors to the same extent as if EF Academy, and not the sub-contractors, had performed or failed to perform such actions.

#### **Consent for Public Information Release**

Yes, I/we give permission to EF Academy and EF Affiliates to take photographs of, make videos of, and quote students in the course of their program and to use our child's likeness in advertising, promotional, marketing, and preparatory materials, including, but not limited to: printed material, video, film, social media, and internet uses, and also to release information about and images of my son/daughter to media publications and to feature such information on the school's website and in other school-sponsored materials, such as EF Academy magazine, admissions materials, and fundraising materials. We understand and agree that all such material shall become the property of EF Academy or its Affiliates. We agree that a student's first name and last initial, photographs, or achievement details may be used for promotional purposes without further written consent or compensation. The term "Affiliates" means EF Academy, other companies within the group to which EF Academy belongs from time to time, its ultimate beneficial owner(s), and any and all companies directly or indirectly, wholly or partly owned or controlled by such ultimate beneficial owner(s) and/or directly or indirectly associated or affiliated with EF Academy.

#### Personal Data

In connection with your application to enroll in EF Academy, EF Academy needs to collect and use certain personal data about you such as name, contact details, health information etc. in order to enable EF Academy to handle your application and later to provide you the EF Academy program you have chosen to participate in. EF International Academy Ltd, Selnaustrasse 30, 8001 Zurich, Switzerland ("we" or "EF") is the controller of your personal data which means that we are responsible for ensuring that your personal data is used in compliance with applicable privacy regulation.

EF is committed to protecting the privacy of our customers and a full description of EF's processing activities can be found on <a href="https://www.ef.com/wwen/legal/privacy-policy">www.ef.com/wwen/legal/privacy-policy</a>. Below is a summary of that information:

Your personal data, such as information provided by you in the application form, will be processed by EF for the purposes of completing your booking, supplying your requested products and services (including travel insurance coverage), for business development, providing customer service, or offering elements that are otherwise necessary to perform the contract between you and EF.

EF may share your personal data with our corporate affiliates, claims handlers, and other business partners both within and outside the EEA/Switzerland. EF has put appropriate safeguards in place for transfers of your personal data outside the EEA/Switzerland, including the standard data protection clauses adopted by the European Commission. EF and our Affiliates may also use your personal data, combined with information about you obtained from third party sources, to market EF's products and services, including special promotions based on your interests.

You have the right to, at any time, withdraw your consent or object to EF using your personal data for direct marketing purposes by contacting EF at the address set out below.

EF will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice unless further retention is necessary for compliance with a legal obligation. EF will keep personal data for marketing purposes until you withdraw your consent or for a maximum period of 5 years.

If you would like a copy of the information EF holds about you, or a copy of the standard data protection clauses, or would like to rectify or erase personal data, restrict the processing of personal data, or otherwise object to EF 's processing, or use your right to data portability, please contact EF at the address EF International Academy Ltd, Selnaustrasse 30, 8001 Zurich, Switzerland. If you would like to lodge a complaint, you may contact the supervisory authority in your home country.

#### **Sensitive Data**

Sensitive personal data is, e.g., data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health or medical conditions or trade union membership. As part of your application process we may collect information and official documentation related to your physical or mental health and academic needs, for the purpose of assessing your suitability for participating in the EF Academy program and for insurance purposes. We may also receive information related to your health from, and share data with, our Affiliates, such as the company that promotes the program in your home country or the school at the campus, medical staff, residential advisors, claim handlers school officials or licensed physicians that may need to be consulted during your program, or your parents/ guardians, when this is necessary to ensure your safety and wellbeing.

- ☐ Yes, I (or my parents/legal guardians) have read and understood how EF processes my personal data as set out in the Privacy Policy, and agree to EF's use of my personal data for direct marketing purposes.
- ☐ If I have provided sensitive personal data (such as information about health, ethnic origin, or religious beliefs, see more under "Sensitive data" above), I specifically consent to EF Academy's collection and use of my sensitive data in order for EF Academy to provide their services.

# Signatures of all Parents or Legal Guardians and Student:

By signing here below, we acknowledge that we have read, understood, and agreed to all of the provisions provided above in this contract. We accept the above provisions and verify that to the best of our knowledge all of the statements on this form are true.

Parent/Guardian name	Signature
Relationship with student:	Date
Parent/Guardian name	Signature
Relationship with student:	Date
Student's Name	Signature
	Date