



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 student should carefully read this agreement to ensure that 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 2023 onwards.

Contents

| | |
|-----------------------------------|----------|
| Terms of Acceptance | 1 |
| At School | 2 |
| Student Code of Conduct | 3 |
| Prohibited Items | 5 |
| Parent/Guardian Provisions | 5 |
| Fees and Payment Terms | 6 |
| Release and Agreement | 7 |
| Signatures | 9 |

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

Students are required to meet English language fluency standards in order to be considered for admission to EF Academy. Students must take the EF SET test or provide official TOEFL/IELTS scores. Students must contact their local EF office to learn about the specific English level requirements for each program. Admission is conditional on additional English language assessments upon arrival at the school. Should the assessment results demonstrate inadequate English language fluency and the student consequently not fulfil the admission requirements for the EF Academy program they have selected, EF Academy reserves the right to assign the student to another suitable course. Students who withdraw as a result of the change in their course 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:

- an alternative course.
- the option to defer to the following year.

- 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 apply for accommodations for the student. EF Academy reserves the right to withdraw students with pre-existing special educational needs that 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 abroad. 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 a Health Certificate completed. EF Academy reserves the right to withdraw students with pre-existing medical conditions, new medical conditions and/or special medication needs that were not mentioned in the Health Certificate prior to their arrival. No refunds will be granted.

Issuance of visas

Special conditions apply for students requiring visas to study at any of EF Academy's campuses. EF Academy will only issue visa application documents once a student has paid the deposit and full year's fees and signed the EF Academy Agreement.

At school

Arrival to school

Students are required to arrive on campus as communicated by the school in their 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 for the first arrival during the school year, for which a separate fee is charged. 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 not a refund or adjustment made for the transfer not used. Please contact your local EF office or representative for details.

Student Accommodation

EF Academy's aim is to provide all students with their preferred student accommodation option but cannot guarantee specific accommodation requests. Standard accommodation is normally two to three students of the same gender per room. 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 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: lunch during the week is 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 on <https://www.erikainsurance.com>. If a student is expelled, this will affect their travel insurance coverage. 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.

Personal property

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

Medical treatments at school

EF Academy 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 or any matter whatsoever that relates to the student. These rights transcend any and all privacy regulations that may apply. 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 counsel the student regarding emotional, social, or family circumstances.

All medication use and distribution, including over-the-counter medication, is governed by the EF Academy Medication Management Policy found in the student handbook which is 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 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 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), My Academy (Student Information System), and Managebac (Learning Management System). Many students also use Zoom (video communications), Edpuzzle (video tutorials), Kognity (textbooks), UCAS (college application), and Uniflow (printing management), in addition to services such as Quizlet (flash cards), 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 (communications and safeguarding, formerly known as Boardingware).

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 employee-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 student 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 student while enrolled in EF Academy.

Student 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 made known to students on arrival and are available in the Student Handbook or as standalone policies.

Attendance:

- School attendance is compulsory unless a student is ill and under a doctor's care or under the supervision of school staff. Excessive absences from school without the appropriate permission and approval of school staff (according to the school's Attendance Policy found in the Student Handbook), or persistent student truancy, are grounds for disciplinary sanctions which may include expulsion.
- If a student has a prolonged illness, which impacts on their ability to complete the academic year, they may be advised to repeat the year and may be removed from examination entry at the discretion of EF Academy.

- No holidays will be authorized outside of the school calendar holiday dates and students not in school will be marked as absent which may affect their grades and potentially also their visa. Periods of absence may not be made up with free extension of the courses and are not eligible for a refund, tuition reduction, or other price reduction.
- Should a student choose to return to their home country or take a holiday during the academic year, tuition fees, accommodation fees and meal costs will not be refunded. EF Academy is following the calendar in the country of study. No classes will take place on national public holidays.
- Students who are studying in the UK with a Student Visa must adhere to the attendance requirements of the school and UK Visas and Immigration (UKVI). Should a student's attendance persistently fall below the required attendance, with no authorized or medical reason, the student and family will be informed of the failure to comply with expectations and will be given the opportunity to meet the school's expectations as stated in the Attendance Policy. If a student continues to fail to comply, the student's CAS may be withdrawn, and as such, their right to remain in the UK. The student will be withdrawn from their EF Academy program.

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.
- 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.

Academic Success:

- If the school deems that the student's language or academic skills are deficient, the student may be required to take additional classes. Students may also be recommended to change to an alternate level or program of studies. If the outcome of student assessments fail to meet program standards, EF Academy may re-evaluate the student's participation on the program. EF Academy will always work with students and parents to find the best solution to offer academic and language support. In some cases, where outside tutoring is required, this will be arranged at the parents'/guardians' expense.
- Students must adhere to our Academic Honesty Policy found in the Student Handbook. All work submitted by students (i.e., homework, coursework, projects, examination scripts, and oral work) must be the student's own work. Where sources are used or referred to, they must be identified and acknowledged. Academic dishonesty or misconduct is a serious breach of the school's expectations and may ultimately result in expulsion, as detailed in the school's Academic Honesty Policy.

Academic criteria for examination entry

EF Academy reserves the right to not enter students who do not perform satisfactorily in their course work for external public examinations such as the A-levels exams, International Baccalaureate (IB), Advanced Placement tests, PSAT (Preliminary SAT) or SAT. Entering external examinations are subject to additional fees.

The criteria for entering external examination will be based on formal assessments that take place throughout the year. The assessment will consider:

- Course work
- Internal examination results
- Attendance
- Effort in class and homework
- Public examination potential

Responsible use of Technology:

- EF Academy recognizes the rights of students to make individual choices and to represent individual values. However, EF Academy must maintain certain standards related to printed, audio, video, and online material. Racist, homophobic, sexist and hate or bullying material is strictly prohibited and applies to downloading, uploading, storing, viewing, posting (online social media forums) and printing any material that is profane or obscene, or that uses language degrading to others. Violations of this policy may result in expulsion from EF Academy. In the UK, using the internet to express opinions on any of the topics identified above may be defined as a Hate Crime. A Hate Crime is defined as "Any criminal offence which is perceived by the victim or any other person, to be motivated by hostility or prejudice based on a person's race or perceived race; religion or perceived religion; sexual orientation or perceived sexual orientation; disability or perceived disability and any crime motivated by hostility or prejudice against a person who is transgender or perceived to be transgender."
- It is illegal for minors to access pornography. Should EF Academy become aware that students are involved in illegal activity or activity prohibited by program regulations/guidance through photos or credible text content posted on the internet, a computer or a mobile phone, the student will be subject to disciplinary sanctions, including expulsion. It is illegal to create or share explicit images of a person with or without their consent under 18 years, including yourself. A young person is breaking the law if they take, save, or share an explicit photo or video of themselves or a friend.
- Students must protect the privacy of their login information and identity. The school retains the right to review any information records in connection with investigations and to protect the safety of others within the EF Academy community.
- Unless the teacher has given permission, the use of mobile phones and electronic devices in the classroom is prohibited.
- Students must not attempt to circumvent school network security, or access or modify school systems, hardware or software without school permission.
- Students must not participate in unlawful file sharing, or knowingly transmit destructive software. Students must not engage in any activities that could damage or vandalize school information resources.
- Any social media posting by an EF Academy student that is offensive to another student or to the school will not be tolerated; this will result in disciplinary sanctions.
- Students must use their school e-mail address name@share.efacademy.org for all communication with EF Academy school staff.

Behavioral Expectations:

- Students are expected to treat other students, school community members and teachers respectfully and fairly in their online communication, postings and during face-to-face interaction.
- Students are expected to conduct themselves in a manner which is polite, courteous, and friendly to other students, staff members and visitors. Defiance of authority or refusal to obey requests from EF Academy staff will result in disciplinary sanctions.
- EF Academy students will not engage in any behavior or threaten behavior that will bring harm to others.
- Students will not commit or take part in any act of violence.
- Prejudice or discrimination of any sort has no place at EF Academy. Harassment and assaults of any kind are unacceptable and will be reported. These include, but are not limited to, lying, cheating, stealing, plagiarism, bullying, fighting, vandalism, and harassment on the basis of race, gender, religion, and sexual orientation. The EF Academy community honors cultural differences and individual expression and strives to provide students with a calm, supportive environment that is conducive to learning and personal development. This is the right of all of our students and allows each and every one to develop to his or her full potential.

- Students are expected to abide by their designated curfew as outlined in the Student Handbook.
- Students must adhere to the school's Off-Campus Request procedure at all times.
- Students are not permitted to have overnight guests in the residence. If a student has friends/guests in their room during permissible hours, the door must remain open during the visit.
- EF Academy recognizes the need of students to develop healthy relationships as well as positive attitudes about sexuality. However, the school does not allow sexual activity on campus. It is also against the law to have sexual intercourse with someone who does not give their consent. Students found to be engaging in sexual behavior on campus will face disciplinary sanctions which may include expulsion.
- A student may not enter into any kind of contractual agreement, be it business, religious or marital, and a student may not join the armed forces.
- Students are not allowed to order any age-inappropriate items to campus.
- Shoplifting and all forms of theft are illegal and forbidden.
- EF Academy students are forbidden to enter casinos, betting shops, bars and clubs.
- No student may hitchhike or solicit a ride from a stranger.
- Students should not engage in any form of game play that results in material gain by any of the participants. Students are also prohibited from using the school's computer network to engage in online gambling.

If a student is judged to have broken any of these rules 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. Any student who is expelled is not eligible for program refunds.

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 bingeing, 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. Should the need arise for the student to speak to a medical or mental health provider, these evaluations will not be confidential and we, the parent(s) or guardian(s) authorize their direct release to EF Academy and/or its affiliates.
- In the event that a student becomes pregnant, 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.

Personal Appearance:

- Students should dress in a school-appropriate way. Clothing that displays words or pictures that may be offensive to other members of the school

community is unacceptable. Hats will also not be permitted in classrooms unless they are worn for religious reasons. For safety purposes, in the classrooms and labs students should not wear flip flops or other backless shoes. Students should ensure that their clothing provides adequate coverage of their body and does not reveal underwear.

- All students must maintain a high standard of personal hygiene and grooming.
- Face and body piercings are not permitted except modest earrings or nose piercing with a small stud.

In the UK, it is illegal for any person to tattoo someone under the age of 18. Getting tattooed while under the supervision of the school is not permitted and students will face disciplinary sanctions, along with immediate notification to the parents/guardians.

Respect of Property:

- Students are not permitted to have any refrigerators in their rooms unless given permission or warranted by a medical reason and approved by the Residence Team. Other items not allowed in rooms include: Electric blankets, irons, hotplates, heating coils, coffee machines, halogen lamps, televisions, sunlamps, candles and incense, rice cookers and microwaves.
- Students should ensure that their bedlinen is changed on a weekly basis. Any student found damaging or throwing away bedlinen will face disciplinary sanctions and the cost of the bedlinen will be deducted from the student's security deposit, as outlined in the Finance section of this Agreement.
- Intentional destruction or damage of school property will result in disciplinary sanctions and costs of damage will be deducted from the student's security deposit.
- Theft of money or property from others either within or outside the EF Academy community will not be tolerated and will result in disciplinary sanctions up to and including expulsion.

Smoking and Tobacco:

- In the UK, it is illegal for persons under the age of 18 to purchase tobacco products.

Alcohol and Illegal Substances:

- The legal drinking age in the UK is 18. It is illegal for a person under age 18 to purchase, possess, or consume alcoholic beverages, including beer and wine.
- The possession or consumption of alcohol is prohibited at all times on school premises. Students who are found in possession of alcohol or who have consumed alcohol will face disciplinary sanctions up to and including expulsion.
- Students are prohibited from consuming illegal drugs, including marijuana, and so called "legal highs" on school premises or while in the care of EF Academy. The possession of drug paraphernalia is also prohibited. Students are forbidden from consuming any prescription medication for which they do not have a prescription. Under no circumstances, should students ever share prescription medications. Students found in possession of illegal drugs will be expelled.
- Buying, distributing or selling to others illegal drugs and/or prescription medication is expressly forbidden. These actions will result in expulsion due to the extremely harmful impact it has on our school community.
- The school reserves the right for the Head of School to request any student take a drug test, which will be conducted by an independent laboratory. Parents will always be notified of the request and the test date. The outcome of this test may result in expulsion from the school. Refusal to take a test may also result in expulsion from the school.

Prohibited Items

Students are forbidden to purchase or be in possession of:

- Firearms, Weapons of any kind (real or fake), or Explosives
- Blades
- Fireworks
- Firecrackers
- Laser pointers
- Propane torches
- Candles

Students in possession of such items will face disciplinary sanctions up to and including expulsion.

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 for any of the following items, contraband, or illegal item such as but not limited to: suspected knives, weapons (real or fake), alcohol, illegal drugs, legal highs, drugs paraphernalia, stolen items, tobacco products, electronic cigarettes, fireworks, laser pointers, pornographic images and any article that has been or is likely to be used to commit an offence or cause personal injury to, or damage the personal property of, any member of our EF Academy community.
- 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 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
- 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 that not meeting these deadlines will affect your student'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 well-being. 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. Because of 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 writing attached to this document. If you have any particular concern about your child participating in any of the school activities, you must you to discuss your concerns with your local EF Academy representative or to contact 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.

Travel requirements and off-campus travel permission**Travelling**

If students are planning to visit relatives, friends or attend university interviews in other cities which involve an overnight stay, permission must be sought in advance from the school staff using the school's Off-Campus Request procedure found in the Student Handbook. Travel must take place after 5pm on a Friday and students must be back on campus and signed in by curfew on Sunday.

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.

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 to risk 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 place at EF Academy, EF Academy is reserving a space for your child and may be 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 international currency fluctuations, increase in transportation costs or any other factors beyond its control (including but not limited to force majeure events). Fees are subject to change during the period of enrollment. The published fees are valid for the academic year for which you enroll. Fees are normally reviewed annually but EF Academy reserves the right to change the annual fees for the following academic year at any time. Notice of changes will be given in advance.

Methods of payment

The application/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 to pay 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 120 days prior to 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 120 days before start of the school year, if the full payment is late there will be another 750 GBP late fee applied. At 60 days before the start of the school year, there is still an outstanding balance, there will be another 750 GBP late fee applied. Payment for a subsequent school year or course also implies agreement with any updated terms in the EF Academy Agreement for the subsequent courses.

Summer preparation courses

Students enrolling in a summer language preparation course are required to pay at least one term of their subsequent course (tuition and accommodation fee) prior to arriving to 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 120 days prior to start of the course. If there is still an outstanding balance at 60 days prior to start of the course, a second late payment fee of 750 GBP will be charged in addition to the charge applied at 120 days prior to school start. In the case, where a student has a payment plan there will be a charge for the payment plan of 1000 GBP. If any of the payment of the payment plan are late there will be a 500 GBP late payment fee for each late payment.

Security deposit

EF Academy charges a 1,000 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 to provide EF Academy a verified bank account or approval to use Flywire for the refund within the last month of the school year. Once EF Academy has the information to provide a reimbursement, EF Academy will reimburse the security deposit less any deductions within 90 days after a student has finished their program or has left EF Academy for any other reason. When the refund is made EF Academy will refund security deposit, there will likely be currency fluctuations between when the security deposit was paid to EF Academy and when EF Academy payment provides a refund is available, EF Academy is not responsible for any currency fluctuations. 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. In all cases, the First Installment is non-refundable.

Prior to start of course: Cancellation

Students cancelling 120 days or more before the course start date of the program will be charged a cancellation fee equivalent to 3,500 GBP. The student will receive a full refund of any additional payments except for the non-refundable First Installment.

Students cancelling less than 120 days and 30 days or more before the school start date will be charged a cancellation cost equivalent to 50% of the annual tuition and accommodation fee.

Students cancelling less than 30 days before the school start date will be charged a cancellation cost equivalent to 100% of the annual tuition and accommodation fee.

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 and accommodation fee. 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, who the school administration considers detrimental to the school community, for failure to meet financial obligations towards EF Academy or for any other reason outlined herein. There will be no refund in the event of expulsion.

Release and Agreement

Release of Claims

Without limitation, EF International Academy Ltd (Switzerland) 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 and 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 2023 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 caught 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.

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 caught on camera when they are in these areas of the campus.

Consent for Public Information Release

☐ Yes, I/we give permission to EF Academy and EF Affiliates to have the right to photograph, video 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 the EF 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 "EF 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 as well as any foundation, or other charitable organization related to, or created by, or receiving management services from any such company.

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.

Sensitive Data

We do not generally seek to collect any sensitive personal data. We may, however, need to collect such information in order to assess your suitability for EF Academy and to provide you access to the EF Academy program (such as allergies) or for insurance purposes. Sensitive personal data is, e.g., data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health or medical condition or trade union membership.

If you have any questions about our collection and use of your personal data, you are welcome to contact us at EF International Academy Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland. For example, you have a right to know which data we process about you, to have incorrect data corrected and in certain cases to request that your personal data is deleted.

To read all information about how we process your personal data and your rights, read our full privacy policy available at www.ef.com/legal (the "Privacy Policy").

☐ 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.

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

Relationship with student: _____

Signature

Date

Parent/Guardian name

Relationship with student: _____

Signature

Date

Student's Name

Student Signature

Date



EF Academy Enrollment and Student Conduct Agreement

New York and Pasadena

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 student 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 States is administered by EF International Academy, Inc. The terms in this Agreement apply to all admissions made for courses commencing from 2023 onwards.

Contents

| | |
|-----------------------------------|----------|
| Terms of Acceptance | 1 |
| At School | 2 |
| Student Code of Conduct | 3 |
| Prohibited Items | 5 |
| Parent/Guardian Provisions | 6 |
| Fees and Payment Terms | 7 |
| Release and Agreement | 8 |
| Signatures | 9 |

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

Students are required to meet English language fluency standards in order to be considered for admission to EF Academy. Students must take the EF SET test or supply official TOEFL/IELTS scores. Contact your local EF office to learn about the specific English level requirements for each program. Admission is conditional on additional English language assessments upon arrival at the school. Should the assessment results demonstrate inadequate English language fluency and the student consequently not fulfil the admission requirements for the EF Academy program they have selected, EF Academy reserves the right to assign the student to another suitable course. Students who withdraw as a result of the change in their course 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:

- an alternative course
- the option to defer to the following year

- 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 apply for accommodations for the student. EF Academy reserves the right to withdraw students with pre-existing special educational needs that were not mentioned in the Academic Addendum or Admissions Interview prior to their arrival. 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 abroad. Parents or guardians are required to inform the school of any 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 a Health Certificate completed and signed by a doctor. EF Academy reserves the right to withdraw students with pre-existing medical conditions and/or special medication needs that were not mentioned in the Health Certificate prior to their arrival. No refunds will be granted.

Issuance of visas

Special conditions apply for students requiring visas to study at any of EF Academy's campuses. EF Academy will only issue visa application documents once a student has paid the deposit and full year's fees and signed the EF Academy Agreement.

At school

Arrival to school

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

Airport transfers

EF Academy arranges transfers for students for all six arrival/departure dates of the school year, for which a separate fee is charged. Students are required to utilize this service unless special circumstances hinder them from doing so. If a student does not use this service for one of the arrival/departures dates, there is not a refund or adjustment made for the transfer not used. Please contact your local EF office or representative for details.

Student Accommodation

EF Academy's aim is to provide all students with their preferred student accommodation option but cannot guarantee specific accommodation requests in every case. Standard accommodations are normally three students of the same gender per room. If a student wants to upgrade to a room with two students or a single room, there will be an additional cost associated with the upgrade as well as a potential requirement of approval from the school.

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

Student accommodation is not available during the spring or 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: lunch during the week is 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 on <https://www.erikainsurance.com>. If a student is expelled, this will affect their travel insurance coverage. 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 USD 500,000 third party liability insurance.

Personal property

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

Medical treatments at school

EF Academy 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 or any matter whatsoever that relates to the student. These rights transcend any and all privacy regulations that may apply. 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 counsel the student regarding emotional, social, or family circumstances.

All medication use and distribution, including over-the-counter medication, is governed by the EF Academy Medication Management Policy. 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 must have an active US mobile phone number and data plan.
- Laptop Computer: All students are required 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 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 EF Academy Admissions Department.

- Ti84 Plus Calculator: Students attending grade 10, 11 and 12 at EF Academy are required to purchase a calculator of model 'Ti84 plus'.

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), PowerSchool (Student Information System), and Managebac (Learning Management System). Many students also use Zoom (video communications), Edpuzzle (video tutorials), OPALS (library), Kognity (textbooks), Adobe Creative Cloud (design), AssessPrep (testing), Maia Learning (college application), and Uniflow (printing management), in addition to services such as Quizlet (flash cards), 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 (communications and safeguarding, formerly known as Boardingware).

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 employee-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 student 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 student while enrolled in EF Academy.

Student 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 made known to students on arrival and are available in the Student Handbook or upon request.

Attendance:

- School attendance is compulsory unless a student is ill and under a doctor's care or under the supervision of school staff. Excessive absences from school without the appropriate permission and approval of school staff (according to the school's Attendance Policy found in the Student Handbook), or persistent student truancy, are grounds for disciplinary sanctions which may include expulsion.
- If a student has a prolonged illness, which impacts on their ability to complete the academic year, they may be advised to repeat the year and may be removed from examination entry at the discretion of EF Academy.
- No holidays will be authorized outside of the school calendar holiday dates and students not in school will be marked as absent affecting their

grades and potentially also their visa. Students that are absent during the course will not be granted a refund. Periods of absence may not be made up with free extension of the courses.

- Should a student choose to return to their home country or take a holiday during the course, tuition fees, accommodation fees and meal costs will not be refunded. EF Academy is following the calendar in the country of study. No classes will take place on national public holidays.
- Students who are studying in the US with a F1 Student Visa must adhere to the attendance requirements of the school and Student and Exchange Visitor Program. Should a student's attendance persistently fall below the required attendance, with no authorized or medical reason, the student and family will be informed of the failure to comply with expectations and will be given the opportunity to meet the school's expectations as stated in the Attendance Policy. If a student continues to fail to comply, the student may be expelled and their I-20 may be terminated, which may affect their right to remain in the US.

Visa Compliance:

- Students must always adhere to the terms of their Student Visa. If a student fails to comply with Student and Exchange Visitor Program (SEVP) Regulations, the student's I-20 may be terminated, and as such, their right to remain in the US.
- Expulsion will automatically result in the student's I-20 being terminated.
- In accordance with US immigration regulations, students are not permitted to accept employment while enrolled at EF Academy.

Academic Success:

- If the school deems that the student's language or academic skills are deficient, the student may be required to take additional classes. Students may also be recommended to change to an alternate level or program of studies. If the outcome of student assessments fails to meet program standards, EF Academy may re-evaluate the student's participation on the program. EF Academy will always work with students and parents to find the best solution to offer academic and language support. In some cases, where outside tutoring is required, this will be arranged at the parents'/guardians' expense.
- Students must adhere to our Academic Honesty Policy. All work submitted by students (i.e., homework, coursework, projects, examination scripts, and oral work) must be the student's own work. Where sources are used or referred to, they must be identified and acknowledged. Academic dishonesty or misconduct is a serious breach of the school's expectations and may ultimately result in expulsion, as detailed in the school's Academic Honesty Policy.

Academic criteria for examination entry

EF Academy reserves the right to not enter students who do not perform satisfactorily in their course work for external public examinations such as the International Baccalaureate (IB) or Advanced Placement tests. Entering external examination is subject to additional fees.

The criteria for entering external examination will be based on formal assessments that take place throughout the year. The assessment will consider:

- Course work
- Internal examination results
- Attendance
- Effort in class and homework
- Public examination potential

Responsible use of Technology:

- EF Academy recognizes the rights of students to make individual choices and to represent individual values. However, EF Academy must maintain certain standards related to printed, audio, video, and online material. Rac-

- ist, homophobic, sexist and hate or bullying material is strictly prohibited and applies to downloading, uploading, storing, viewing, posting (online social media forums) and printing any material that is profane or obscene, or that uses language degrading to others. Violations of this policy may result in expulsion from EF Academy. In the US, using the internet to express opinions on any of the topics identified above may be defined as a Hate Crime. A Hate Crime is defined as "Any criminal offence which is perceived by the victim or any other person, to be motivated by hostility or prejudice based on a person's race or perceived race; religion or perceived religion; sexual orientation or perceived sexual orientation; disability or perceived disability and any crime motivated by hostility or prejudice against a person who is transgender or perceived to be transgender."
- It is illegal for minors to access pornography. Should EF Academy become aware that students are involved in illegal activity or activity prohibited by program regulations/guidance through photos or credible text content posted on the internet, a computer or a mobile phone, the student will be subject to disciplinary sanctions, including expulsion. It is illegal to create or share explicit images of a person with or without their consent under 18 years, including yourself. A young person is breaking the law if they take, save, or share an explicit photo or video of themselves or a friend.
 - Students must protect the privacy of their login information and identity. The school retains the right to review any information records in connection with investigations and to protect the safety of others within the EF Academy community.
 - Unless the teacher has given permission, the use of mobile phones and electronic devices in the classroom is prohibited.
 - Students must not attempt to circumvent school network security, or access or modify school systems, hardware, or software without school permission.
 - Students must not participate in unlawful file sharing, or knowingly transmit destructive software. Students must not engage in any activities that could damage or vandalize school information resources.
 - Any social media posting by an EF Academy student that is offensive to another student or to the school will not be tolerated; this will result in disciplinary sanctions.
 - Students must use their school e-mail address name@share.efacademy.org for all communication with EF Academy school staff.
 - Students are not permitted to have overnight guests in the residence. If a student has friends/guests in their room during permissible hours, the door must remain open during the visit.
 - EF Academy recognizes the need of students to develop healthy relationships as well as positive attitudes about sexuality. However, the school does not allow sexual activity on campus. It is against the law to have sexual intercourse under the age of 17 in New York and under the age of 18 in California. It is also against the law to have sexual intercourse with someone who does not give their consent. Students found to be engaging in sexual behavior on campus will face disciplinary sanctions which may include expulsion.
 - A student may not enter into any kind of contractual agreement, be it business, religious or marital, and a student may not join the armed forces.
 - Students are not allowed to order any age-inappropriate items to campus.
 - Shoplifting and all forms of theft are illegal and forbidden.
 - EF Academy students are forbidden to enter casinos, betting shops, bars, and clubs.
 - No student may hitchhike or solicit a ride from a stranger.
 - Students should not engage in any form of game play that results in material gain by any of the participants. Students are also prohibited from using the school's computer network to engage in online gambling.

If a student is judged to have broken any of these rules 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. Any student who is expelled is not eligible for program refunds.

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 bingeing, 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. Should the need arise for the student to speak to a medical or mental health provider, these evaluations will not be confidential and we, the parent(s) or guardian(s) authorize their direct release to EF Academy and/or its affiliates.
- In the event that a student becomes pregnant, 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.

Personal Appearance:

- Students should dress in a school-appropriate way. Clothing that displays words or pictures that may be offensive to other members of the school community is unacceptable. Hats will also not be permitted in classrooms unless they are worn for religious reasons. For safety purposes, in the

Behavioral Expectations:

- Students are expected to treat other students, school community members and teachers respectfully and fairly in their online communication, postings and during face-to-face interaction.
- Students are expected to conduct themselves in a manner which is polite, courteous, and friendly to other students, staff members and visitors. Defiance of authority or refusal to obey requests from EF Academy staff will result in disciplinary sanctions.
- EF Academy students will not engage in any behavior or threaten behavior that will bring harm to others.
- Students will not commit or take part in any act of violence.
- Prejudice or discrimination of any sort has no place at EF Academy. Harassment and assaults of any kind are unacceptable and will be reported. These include, but are not limited to, lying, cheating, stealing, plagiarism, bullying, fighting, vandalism, and harassment on the basis of race, gender, religion, and sexual orientation. The EF Academy community honors cultural differences and individual expression and strives to provide students with a calm, supportive environment that is conducive to learning and personal development. This is the right of all of our students and allows each and every one to develop to his or her full potential.
- Students are expected to abide by their designated curfew as outlined in the Student Handbook.
- Students must adhere to the school's Off-Campus Request procedure at all times.

classrooms and labs students should not wear flip flops or other backless shoes. Students should ensure that their clothing provides adequate coverage of their body and does not reveal underwear.

- All students must maintain a high standard of personal hygiene and grooming.
- Face and body piercings are not permitted except modest earrings or nose piercing with a small stud.
- It is illegal for any person to tattoo someone under the age of 18. Getting tattooed while under the supervision of the school is not permitted and students will face disciplinary sanctions, along with immediate notification to the parents/guardians.

Respect of Property:

- Students are not permitted to have any refrigerators in their rooms unless given permission or warranted by a medical reason and approved by the Residence Team. Other items not allowed in rooms include: Electric blankets, irons, hotplates, heating coils, coffee machines, halogen lamps, televisions, sunlamps, candles and incense, rice cookers and microwaves.
- Students should ensure that their bedlinen is changed on a weekly basis. Any student found damaging or throwing away bedlinen will face disciplinary sanctions and the cost of the bedlinen will be deducted from the student's security deposit, as outlined in the Finance section of this Agreement.
- Intentional destruction or damage of school property will result in disciplinary sanctions and costs of damage will be deducted from the student's security deposit.
- Theft of money or property from others either within or outside the EF Academy community will not be tolerated and will result in disciplinary sanctions up to and including expulsion.

Smoking and Tobacco:

- It is illegal for persons under the age of 18 to purchase or possess tobacco products in the United States.
- EF Academy is a smoke-free campus. There is no smoking of any kind in residence/dormitories or anywhere on school premises. This includes E-cigarettes, chewing or dipping tobacco. Students who are found using tobacco or other substances within school premises will face disciplinary sanctions and the cost of any damage will be deducted from the student's security deposit.
- Please note for our EF Academy New York students, the town of Thornwood is also a smoke-free town.
- Please note for our EF Academy Pasadena students, the law in California prohibits smoking within 20 feet of any public building. You cannot smoke or vape in any state park or state beach.

Alcohol:

- The legal drinking age in the United States is 21. It is illegal for a person under age 21 to purchase, possess, or consume alcoholic beverages, including beer and wine.
- The possession or consumption of alcohol is prohibited at all times on school premises. Students who are found in possession of alcohol or who have consumed alcohol will face disciplinary sanctions up to and including expulsion.

Illegal Substances:

- Students are prohibited from consuming illegal drugs, including marijuana, and so called "legal highs" on school premises or while in the care of EF Academy. The possession of drug paraphernalia is also prohibited. Students are forbidden from consuming any prescription medication for which they do not have a prescription. Under no circumstances, should students ever share prescription medications. Students found in possession

of illegal drugs or prescription medications for someone other than themselves will be expelled.

- Buying, distributing or selling to others illegal drugs and/or prescription medication is expressly forbidden. These actions will result in expulsion due to the extremely harmful impact it has on our school community.
- The school reserves the right for the Head of School to request any student take a drug test, which will be conducted by an independent laboratory. Parents will always be notified of the request and the test date. The outcome of this test may result in expulsion from the school. Refusal to take a test may also result in expulsion from the school.

Prohibited Items

Students are forbidden to purchase or be in possession of:

- Firearms, Weapons of any kind (real or fake), or Explosives
- Blades
- Fireworks
- Firecrackers
- Laser pointers
- Propane torches
- Candles

Students in possession of such items will face disciplinary sanctions up to and including expulsion.

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 for any of the following items, contraband, or illegal item such as but not limited to: suspected knives, weapons (real or fake), alcohol, illegal drugs, legal highs, drugs paraphernalia, stolen items, tobacco products, electronic cigarettes, fireworks, laser pointers, pornographic images and any article that has been or is likely to be used to commit an offence or cause personal injury to, or damage the personal property of, any member of our EF Academy community.
- 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 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.

Vehicles:

- Boarding Students are not allowed to have or lease a car, motorbike, or moped on school premises, or drive a vehicle while off campus.
- Day students may apply for permission to drive to/from campus. This permission is at the discretion of the school.

Day students:**Hours on Campus**

- Day students are a valuable part of our community and are welcome on campus during normal school hours and during approved evening activities/events. All housing-related rules apply to day students during their time on campus. Day students must depart campus no later than curfew on both weekends and weekdays.
- Intermittently, day students in good academic and behavioral standing are welcome to sleep over campus, there will be a charge for the nights the student stays over on campus. A parent request to the Residential Director on Duty by 6:00 p.m. is required. Roommates of the boarding student who will act as host must give consent for all overnight visitors.

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
- 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 that not meeting these deadlines will affect your student'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 you 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 too
- 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 well-being. This authority and permission include, 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 attached to this document.

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. Because of 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 writing attached to this document. If you have any particular concern about your child participating in any of the school activities, you must you to discuss your concerns with your local EF Academy representative or to contact 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.

Travel requirements and off-campus travel permission**Travelling**

If students are planning to visit relatives, friends or attend college interviews in other cities which involve an overnight stay, permission must be sought in advance from the school staff using the school's Off-Campus Request procedure. Travel must take place after 5pm on a Friday and students must be back on campus and signed in by curfew on Sunday.

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.

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 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 to risk 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 place at EF Academy, EF Academy is reserving a space for your child and may be 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 international currency fluctuations, increase in transportation costs or any other factors beyond its control (including but not limited to force majeure events). Fees are subject to change during the period of enrollment. The published fees are valid for the academic year for which you enroll. Fees are normally reviewed annually but EF Academy reserves the right to change the annual fees for the following academic year at any time. Notice of changes will be given in advance.

Methods of payment

The application/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 to pay 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 5,700 USD (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 120 days prior to course start.

Continuing students

To secure a place for the following school year, continuing students must pay one semesters program fee (tuition & accommodation fee) as per invoices sent out at the end of the first semester of each calendar year. If 50% program fee is not paid by the date stated on the invoice a late fee of 750 USD will be applied. The total balance is due 120 days before start of the school year, if the full payment is late there will be another 750 USD late fee applied. At 60 days before the start of the school year there is still an outstanding balance, there will be another 750 USD late fee applied. Payment for a subsequent school year or course also implies agreement with any updated terms in the EF Academy Agreement for the subsequent courses.

Summer preparation courses

Students enrolling in a summer language preparation course are required to pay at least one semester of their subsequent course (tuition and accommodation fee) prior to arriving to 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 USD, if all fees are not paid 120 days prior to start of the course. If there is still an outstanding balance at 60 days prior to start of the course, a second late payment fee of 750 USD will be charged. In the case, where a student has a payment plan there will be a charge for the payment plan of 1,000 USD. If any of the payment of the payment plan are late there will be a 500USD late payment fee for each late payment.

Security deposit

EF Academy charges a 1,000 USD security deposit for potential damage caused by a student during their time with EF Academy. The deposit will be included on the invoice and is to be paid together with the regular fees. Parents are responsible to provide EF Academy a verified bank account or approval to use Flywire for the refund within the last month of the school year. Once EF Academy has the information to provide a reimbursement, EF Academy will reimburse the security deposit less any deductions within 90 days after a student has finished their program or has left EF Academy for any other reason. When the refund is made EF Academy will refund security deposit, there will likely be currency fluctuations between when the security deposit was paid to EF Academy and when EF Academy payment provides a refund is available, EF Academy is not responsible for any currency fluctuations. 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. In all cases, the First Installment is non-refundable.

Prior to start of course: Cancellation

Students cancelling 120 days or more before the course start date of the program will be charged a cancellation fee equivalent to 5,700 USD. The student will receive a full refund of any additional payments except for the non-refundable First Installment.

Students cancelling less than 120 days and 30 days or more before the school start date will be charged a cancellation cost equivalent to 50% of the annual tuition and accommodation fee.

Students cancelling less than 30 days before the school start date will be charged a cancellation cost equivalent to 100% of the annual tuition and accommodation fee.

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 and accommodation fee. 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, who the school administration considers detrimental to the school community, or for failure to meet financial obligations towards EF Academy. 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) and EF International Academy Inc (United States) ("EF Academy") is 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 and 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 States is administered by EF International Academy, Inc. The terms in this Agreement apply to all admissions made for courses commencing in 2023 or later. The EF Academy Agreement shall be governed by and construed in accordance with the laws of Switzerland without regard to any conflict of laws principles and any dispute arising out of or in connection with this Contract or the program shall be settled by ordinary courts of Zurich, Switzerland.

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 have the right to photograph, video 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 the EF 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 "EF 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 as well as any foundation, or other charitable organization related to, or created by, or receiving management services from any such company.

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.

Sensitive Data

We do not generally seek to collect any sensitive personal data. We may, however, need to collect such information in order to assess your suitability for EF Academy and to provide you access to the EF Academy program (such

as allergies) or for insurance purposes. Sensitive personal data is, e.g., data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health or medical condition or trade union membership.

If you have any questions about our collection and use of your personal data, you are welcome to contact us at EF International Academy Ltd., Selnastrasse 30, 8001 Zurich, Switzerland. For example, you have a right to know which data we process about you, to have incorrect data corrected and in certain cases to request that your personal data is deleted.

To read all information about how we process your personal data and your rights, read our full privacy policy available at www.ef.com/legal (the "Privacy Policy").

☐ **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.

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

Relationship with student: _____

Signature

Date

Parent/Guardian name

Relationship with student: _____

Signature

Date

Student's Name

Student Signature

Date