

## **Terms and Conditions**

### **Agreement between User and [www.eflaflam.org](http://www.eflaflam.org)**

Welcome to [www.eflaflam.org](http://www.eflaflam.org). The [www.eflaflam.org](http://www.eflaflam.org) website (the "Site") is comprised of various web pages operated by Education Francaise Los Angeles ("EFLA-FLAM"). [www.eflaflam.org](http://www.eflaflam.org) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.eflaflam.org](http://www.eflaflam.org) constitutes your agreement to all such Terms. Please read these terms carefully and keep a copy of them for your reference.

### **[www.eflaflam.org](http://www.eflaflam.org) is a Non-Profit Site.**

[www.eflaflam.org](http://www.eflaflam.org) gives information about French classes and activities (after-school program) to children 3-18 in the Southern California community. Parents can enroll their child(ren) by completing a form on the website [www.eflaflam.org](http://www.eflaflam.org).

### **Privacy**

Your use of [www.eflaflam.org](http://www.eflaflam.org) is subject to EFLA-FLAM's Privacy Policy. Please review our Privacy Policy, which also governs the Site and inform users of our data collection practices.

### **Electronic Communications**

Visiting [www.eflaflam.org](http://www.eflaflam.org) or sending emails to EFLA-FLAM constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. We ask you to ensure that EFLA-FLAM always remains in possession of a valid email address.

### **Children Under Thirteen**

If you are under 18, you may use [www.eflaflam.org](http://www.eflaflam.org) only with permission of a parent or guardian.

### **Payment/Cancellation/Refund Policy**

We accept tuition fee for the full year or per semester. The annually or 1st semester tuition are due the week before school starts in September of each year. The 2nd semester tuition is due by the end of the third week of January. When "Early Bird" rate applies, the tuition is due by July 15th except if a different date has been given in the enrollment's email. Tuition fee may be paid online by direct bank transfer, by Zelle ([payment@eflaflam.org](mailto:payment@eflaflam.org)), or check made out to "EFLA" or "Education Francaise Los Angeles", or other means as instructed by EFLA-FLAM. Credit card payment is also available upon request. Request by credit card payment has to be made to [payment@eflaflam.org](mailto:payment@eflaflam.org) after filing out the registration form. A surcharge of 2.99% will be applied on the invoice for credit card payment.

We will refuse the entrance to the classroom to the children if tuition has not been paid. If you have any billing question, please send an email to [payment@eflaflam.org](mailto:payment@eflaflam.org).

A late fee of \$20 per week will be applied if payment is late. Late is defined as 1st day of class for the session.

Parents and legal guardians are responsible to drop off and pick up the child on time. In case of lateness at pick up time, EFLA-FLAM relinquishes all responsibility for your child. Additionally, \$1/minute fee may be applied after 10 minutes late.

There will be no refund of tuition fee once the semester has started.

If a class gets cancelled by EFLA-FLAM, a makeup class will be set up or a credit for the cancelled class may be applied to the next semester or next year tuition fee. EFLA-FLAM reserves the right to cancel and/or change the schedule, locations or time of any classes or sessions at any time without liability. An email will be sent to the parents to inform them of such changes. It is your responsibility to check your emails.

If a payment is rejected by the bank and chargeback fees are applied by the bank (usually \$10 but subject to change), EFLA-FLAM will apply this fee to the customer.

### **Admission**

EFLA-FLAM admits students of any race, color, gender, religion, sexual identity, and national or ethnic origin to all rights, privileges, programs and activities generally accorded or made available to students at the school. EFLA-FLAM does not discriminate on the basis of race, color, gender, religion, sexual identity, and national or ethnic origin in administration of its educational policies, admission policies or other administered programs.

EFLA-FLAM reserves the right to place students in classes judged most appropriate for them according to students' linguistic level and skills.

EFLA-FLAM reserves the right to deny service, enrollment at its discretion.

### **Trial Class**

Before officially registering your child/children, you can request a trial class by informing the site Director. For safety reasons, no child will be accepted into our classes without previously informing the Director. If you wish that your child attends a trial class, please contact us at [registration@eflaflam.org](mailto:registration@eflaflam.org).

The trial class will be paid only if the child/children register officially.

### **Links to Third Party Sites/Third Party Services**

[www.eflaflam.org](http://www.eflaflam.org) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of EFLA-FLAM and EFLA-FLAM is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EFLA-FLAM is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EFLA-FLAM of the site or any association with its operators.

Certain services made available via [www.eflaflam.org](http://www.eflaflam.org) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.eflaflam.org](http://www.eflaflam.org) domain, you hereby acknowledge and consent that EFLA-FLAM may share such information and data with any third party with whom EFLA-FLAM has a contractual relationship to provide the requested product, service or functionality on behalf of [www.eflaflam.org](http://www.eflaflam.org) users and customers.

**No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.eflaflam.org](http://www.eflaflam.org) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to EFLA-FLAM that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of EFLA-FLAM or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. EFLA-FLAM content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of EFLA-FLAM and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of EFLA-FLAM or our licensors except as expressly authorized by these Terms.

**International Users**

The Service is controlled, operated and administered by EFLA-FLAM from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the EFLA-FLAM content accessed through [www.eflaflam.org](http://www.eflaflam.org) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification**

You agree to indemnify, defend and hold harmless EFLA-FLAM, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. EFLA-FLAM reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EFLA-FLAM in asserting any available defenses.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and EFLA-FLAM agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EDUCATION FRANCAISE LOS ANGELES AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

EFLA-FLAM reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and EFLA-FLAM as a result of this agreement or use of the Site. EFLA-FLAM's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of EFLA-FLAM's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by EFLA-FLAM with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and EFLA-FLAM with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EFLA-FLAM with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

EFLA-FLAM reserves the right, in its sole discretion, to change the Terms under which [www.eflaflam.org](http://www.eflaflam.org) is offered. The most current version of the Terms will supersede all previous versions. EFLA-FLAM encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

EFLA-FLAM welcomes your questions or comments regarding the Terms:  
Education Francaise Los Angeles  
21 Altimira  
Coto de Caza, CA 92679-4901

Email Addresses:

[info@eflaflam.org](mailto:info@eflaflam.org) for general information

[registration@eflaflam.org](mailto:registration@eflaflam.org) for enrollment questions

[payment@eflaflam.org](mailto:payment@eflaflam.org) for payment questions

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