

This agreement outlines the important items we would like you to understand when attending “ABC Cooking Studio.” Please read thoroughly and understand all the items outlined below prior to signing of contract.

**1. (Definitions)**

In this agreement, the specific terms are defined as below:

- 1.1 ABC Cooking Studio Singapore Private Limited is hereinafter referred to as “Company”.
  - 1.2 Cooking school conducted under Company’s management is hereinafter referred to as “ABC Cooking Studio”.
  - 1.3 Any individual who enrolls in ABC Cooking Studio under this terms of agreement is hereinafter referred to as “Member”.
  - 1.4 Cooking Course, Bread Course, Cake Course, and any other courses conducted in a series are hereinafter referred to as “Regular Course” and “course”.
  - 1.5 Any individual cooking school operates by ABC Cooking Studio is hereinafter referred to as “Studio”.
  - 1.6 The website operates by the Company [including the members-only site that would require logging in from homepage] is hereinafter referred to as “Company’s website”.
- PC· Smartphone URL: [www.abc-cooking.com.sg](http://www.abc-cooking.com.sg)

**2. (Enrolment and Contract)**

- 2.1 Enrolment refers to the acceptance of the terms and conditions outlined herein, and applying for the ABC Cooking Studio membership, while Contract refers to the applications into ABC Cooking Studio’s courses. Both enrolment and contract are in effect upon completion of the payment.
- 2.2 An individual applying for ABC Cooking Studio’s courses must be at least 13 years of age, however, for cake and bread courses, applicants can be 9 years of age. Kids courses are open to those with ages between 4 and 8 years old.
- 2.3 Those who have experienced any allergic physical reaction before shall study the course contents and conformity before enrolment/contract agreement.
- 2.4 In case of extra courses such as limited-time courses, studio specific courses, special courses, etc. there may be different conditions for the applicants such as age or gender, as determined by the Company.
- 2.5 For membership applications, one must follow a set of procedures. ※For payment, please choose between credit card and cash payment. In case of cash payment, one shall pay at the store or deposit into the company’s designated bank account [If there are any transaction fee, it shall be paid by the customer.] In case of credit card payment, it shall be paid in full or in instalments. In addition, any application data provided along with the member’s own signature [including electronic and handwritten signatures, and information inputted online] shall be deemed as declaration solely by no one else but the member him/herself.
- 2.6 In the case one chooses to use a credit card, the process will be based on each credit card company’s terms of use. The applicant is to contact the credit card company directly for the change of payment method.
- 2.7 SGD140 will be charged as a membership fee at the time of registration. Additional membership fee is not required to enrol in additional or different courses.
- 2.8 Any campaign discounts, corporate discounts and other type of discounts is to be applied at the time of preparation of contract. The Company shall not accept any claims after the Member signs the contract. For details of campaigns and corporate discounts, please check the relevant information at the Studio.
- 2.9 Parental consent and signature is required for the enrolment and contract of those who are under 18 years old. Parents shall sign the contract on behalf of those who are between 4 and 13 years old.
- 2.10 The Company has the right to withhold the enrolment and/or contract in case that the company judges the enrolment and/or contract is inappropriate

**3. (ABC Cooking Studio Membership Card)**

- 3.1 Membership card shall be issued one per member. Please sign the member’s full name on the back of the card soon upon receipt of the card.
- 3.2 A 10-digit membership ID number on the card is required to book/attend lessons, to update application details and to make any inquiries.
- 3.3 Membership card and membership benefits cannot be lent/transferred to others under any circumstances.
- 3.4 In case of loss or theft of the membership card, please apply for replacement at Studio. A handling fee of SGD10 will be charged for the new card issuance.

**4. (Course Rules)**

- 4.1 All the course details such as its content, price, and expiration date, etc. shall be determined separately, and these details are published in Studios, the Company’s website and brochures.
- 4.2 Maximum validity for combination of courses/packages is 48 months only. Course validity starts from course application day.
- 4.3 The lesson timetable of each course depends on each Studio. The Member is to contact the Studio for the latest timetable or check at the Company’s website.
- 4.4 Some of the service contents may differ for each studio. Please contact each studio for further details.
- 4.5 Each course has a pre-determined “Expiration Date”, and each member is responsible for keeping track of it. The actual course expiration date will be the earlier of either 1) the pre-determined expiration date or 2) the last day of the month in which the member finished the last lesson of the contracted course. Even just one day passed after the expiration date, the course will be deemed expired and all rights associated with the course will no longer be valid. Member will not be allowed to attend any lesson of the expired courses, or to receive the associated services, or to apply cancellation or refund of contract.
- 4.6 Cancellation Penalty shall be enforced when a Member is late for the lesson beyond the period allowed by the Company, or upon cancellation or absence of lesson including leaving midway during lesson that is considered absence by the Company.

- (1) Registration related to payments has not been completed, or delay in payment of material costs, tuition fees, or cancellation charges, etc. (including credit card payment).
  - (2) Any violations of the Terms and Conditions outlined herein as well as any act deemed as annoyance to instructors or other members.
  - (3) Other situations where the Company has determined that providing services is deemed difficult.
  - (4) In case the Member present a medical certificate as the verification of the reason for absence, the Company will scrutinise the condition.
  - (5) The Company is to determine the form of Cancellation Penalty. It can be in a form other than monetary, e.g. consumption of one lesson credit.
- 4.7 The Company has the right to alter the products and services, including those provided via company's website, and in the case as such, the company will notify the alteration by any mean out of website, poster, leaflet, and any other medium, and upon notification the alteration is deemed to be accepted by the Member

#### 5. (Reservation Rules)

- 5.1 Every lesson requires a reservation.
- 5.2 Lesson reservations are accepted via phone call (before 17:00 of the business day before the scheduled lesson), ABC online booking system (assessable 24 hours) or touch panel booking machines at the Studio.
- 5.3 When making reservations by phone, please call directly to the Studio during business hours. (Please contact the Studio for details of business hours.) When making reservations via phone, it is highly recommended one to double confirm the reservation status on the online booking system. Members shall be responsible for managing their reservation. The Company shall not be responsible for proactively confirming the status of each individual reservation.
- 5.4 Cancellation deadline for existing reservation is as follows:  
Company's website: Before 12pm of the day before the reserved lesson;  
In person at Studio/by phone: Before 12pm of the business day before the reserved lesson.  
In case of cancelling reservation after the aforementioned deadline, there shall be Cancellation Penalty according to the provisions of the clause 4.6, and any cancelled lesson shall be confiscated as part of the Cancellation Penalty.
- 5.5 Reservations made by anyone who is not Company's member are not accepted.
- 5.6 The Company has the right to freeze the member's lesson reservation and attendance in case the Company considers attendance of the said Member is inappropriate from legal, financial and/or other perspective.

#### 6. (Lesson Rules)

- 6.1 Each Member will be given aprons or may bring one's own.
- 6.2 The Member with long hair shall tie up hair due to hygiene reasons. The Member is to remove any accessories around hands and wrists such as ring/watch/bracelet, etc. The Member with long nails or with manicure shall wear gloves while taking lesson.
- 6.3 For the sake of conducting the lessons per schedule, the Member is to be on time for the reserved lesson at the Studio. Tardiness of more than 10 minutes for any reason is considered as cancelled. In the case as such, the Member will not be able to attend the lesson.  
※Cancellation Penalty will be incurred in accordance with the provisions of Clause 4.6 in case of tardiness/absence.
- 6.4 When leaving in the middle of lesson (including illnesses, etc.), the Studio will determine it as either an absence or a completion of a lesson. In case the Studio regards it as an absence, cancellation penalty will be enforced in accordance with the provisions of Clause 4.6.
- 6.5 The right to receive the recipe will be given only after the completion of a lesson. The Member shall not have the right to receive the recipe of the unattended lesson, even contracted. Taking photos and copying of the Company's original recipes with illustrations (hereinafter referred to as "Original Recipe") is prohibited.
- 6.6 To replace loss of recipe, the Member can purchase the recipe for SGD10 from the Studio. The company shall not attend to every individual request resulting from personal situation.
- 6.7 The prohibited activities in Studio and during lessons are as follows:
  - (1) Have companion(s) that are not members during the tasting session (including anyone under the age of 18).
  - (2) Waiting or observing inside the Studio (including anyone under the age of 18).
  - (3) Private exchanges between a member and the company staff.
  - (4) Smoking in studio.
  - (5) Driving a vehicle after consuming alcohol.
  - (6) Activities unrelated to the Company's business, including unpermitted sales activities, and others.
  - (7) Unpermitted recording, filming, photo taking, bringing and usage of kitchen equipment.
  - (8) Attendance to the lesson by anyone other than the Member.
  - (9) Attendance to the lesson by the Member with injury and/or sickness (unless attendance is approved by the Studio considering the condition).
  - (10) Engaging in other prohibited acts described in this agreement.

#### 7. (Extension Rules)

- 7.1 Extension is based on the condition that the request for extension be made before the course expiration date.
- 7.2 The Company will extend the expiration date without any charges, only for:
  - (1) Member who is pregnant or within 1 year after giving birth. Two more years will be extended. Valid document is required as prove.
  - (2) Member who has hospitalization leave for more than 30 days. One more month will be extended. Valid document is required as prove.
  - (3) Member who has overseas business trip for more than 30 days. One more month will be extended. Valid document is required as prove.
- 7.3 The Company is not obliged to extend the abovementioned application that is less than 30 days.
- 7.4 The Member shall apply for extension due to personal circumstances. SGD30 per month is charged.
- 7.5 Please contact the Studio for application of extension.

#### 8. (Course Termination)

8.1 In case of that the Member terminate a course contract out of necessity, the Member is to apply for the termination and prepare all the required documents at Studio, fill in the necessary information and submit to the Studio. When the Company has accepted the Termination of Contract Form, it will review the contents of the contract along with the details of the Member's completed lesson, then proceed with a refund.

8.2 Termination shall be accepted only before the course expiration date. In case of the expiration of the contract, the Company is not to accept the termination requested by the Member.

8.3 Termination fees for each course are per below. For more details, please check the Company's website or "Termination Form". (Please ask the Studio for the Termination Form).

(1) Upon termination of contract, a handling fee of SGD80 per course shall be payable from the Member to the Company regardless of the attendance progress.

(2) Upon termination of contract, a handling fee of SGD80 per package shall be payable from the Member to the Company regardless of the attendance progress. ※In case of the cancellation of a package, all courses in the package will be cancelled.

(3) Upon termination of contract, a handling fee of SGD80 per pre-test license shall be payable from the Member to the Company. ※The termination of contract after the test is not allowed in any case (Failure to pass the test is also treated the same).

#### 9. (Restrictions Regarding Use of Original Recipe, Trademarks and Logos)

The following acts are strictly prohibited under any and all circumstances.

(1) Using Original Recipe's illustrations and designs, trademarks, logos. ※Also applies to persons who have acquired the license.

(2) Resale and transfer of the Original Recipe as well as any copyrighted items (both original and duplicates) that are available at ABC Cooking Studio (Includes re-sale of items on the Internet, such as Internet auctions).

(3) Publication of the Original Recipe that is intended for an unspecified number of people, such as distribution of the Original Recipe through the Internet.

(4) Personal use of ABC Cooking Studio's logos, and other ABC Cooking Studio's original designs (printed materials, homepage materials, etc.)

#### 10. (Handling of Personal Information)

10.1 For the handling of members' personal information by the Company, any personal information the Company collects will be used solely for the purpose of providing our services. It is our policy to take all necessary steps to ensure that all personal information held by us is processed fairly and lawfully.

#### 11. (Others)

##### 【Restrictions in Studio】

11.1 Members shall take care of all their personal belongings including valuables, as the Company is not responsible for any lost or stolen items, accidents and other troubles that might have caused.

11.2 For storage management of the left behind items, the Company shall keep them for 1 month. After 1 month, those items shall be discarded.

11.3 Any activity (solicitation and sales, etc.) that is not related to the Company is strictly prohibited under all circumstances.

11.4 Taking pictures or videos of the finished products is permitted for the member's own personal use only; other purposes are strictly prohibited. In case a Member is to take pictures of other Members and/or others' works, the Member is to obtain the consent of the said Member(s). Any act that is in infringement of copyright is strictly prohibited. The act of filming the activities of the Studio through the glass from outside without the Company's permission shall also be prohibited at all times.

##### 【Other Restrictions】

11.5 The Company will not be held responsible for any accidents or troubles that may have happened on the way to the Studio. As for any minors in attendance, all responsibility shall be in the hands of their guardians.

11.6 The Member with less than 9 years old shall be accompanied by guardian or other persons of similar responsibility throughout the way from/to the Studio.

11.7 The Member with allergies is to study the menu list at one's own responsibility in advance. The Company shall not be held responsible for any allergic reactions of the Member.

11.8 In case the Member receives a diagnosis of infectious diseases from a doctor, or has a symptom similar to an infectious disease, the Member may not attend the lesson regardless of the degree of the disease/symptoms. The Member is to cancel the reservation in advance. In case a Member notices any symptoms of infection while at the Studio, the Member is to inform the Studio staff in a most prompt possible manner. The Member may not continue with the lesson upon judgement by the Studio.

※Infectious diseases include measles, chicken pox, mumps, influenza, adenovirus infection, etc.

11.9 The Company shall not attend to every individual request resulting from personal situations (Including cases where the Company determines the request to be personal).

11.10 The Company has the right to change all or certain part of this agreement when necessary. In that case, the modified agreement shall be effective after 1 week from the posting date of such matter on the Company's website.

11.11 Rules and regulations regarding other services that the Company offers ("Trial Lesson" held by ABC Cooking Studio and other events) shall be based on terms and rules that the Company separately determines, and the beneficiaries of such services are asked to follow those terms.

11.12 Staff personal particulars and contact details are not allowed to be released to the public or any slanders on any social media platform.

#### 12. (Withdrawal Obligation)

12.1 Any act that violates or is prohibited in this agreement or those that are deemed to be in accordance with the acts outlined below, shall lead to immediate termination of membership.

(1) Violating the intellectual property rights, copyrights, trademark rights of third parties, or any act that could lead to infringement of such rights.

(2) Fraud, or any other illegal acts taken.

- (3) Discrimination or slander of other Members, the Company's employees, and any related parties, or damages made to their credibility or reputation.
- (4) Bothering other members, the Company's employees, and related parties (including any acts of harassment), and other criminal acts.
- (5) Advertisement of adult entertainment and related sales activities.
- (6) Any form of speech, solicitation, activities (handing out pamphlets) based on a particular religion, creed or political party.
- (7) Acts that may violate or breach laws and regulations.
- (8) Acts which significantly deviates from the services offered by ABC Cooking Studio.
- (9) Acts that may cause discomfort or may pose nuisance to other members.
- (10) Consumption of excessive alcohol.
- (11) Default on payment of more than 3 months
- (12) Any other acts that the Company may judge as inappropriate under socially acceptable norms.

13. (Inquiry)

13.1 For any questions or further clarification regarding this agreement or ABC Cooking Studio, please contact our Studio.

I have read and agreed with the contents of this agreement as outlined above.

In case the applicant is under 18 years old, please have the legal guardian print his or her name and sign in the space.

<p><u>Member</u></p> <p>Membership ID Number: 65 _____</p> <p>Name:</p> <p>Signature:</p> <p>Date:            (day)            (month)            (year)</p>	<p><u>U18 Member</u></p> <p>Membership ID Number: 65 _____</p> <p>Name:</p> <p>Signature:</p> <p>Date:            (day)            (month)            (year)</p> <p>I have read the terms of this agreement and agreed to become a member of ABC Cooking Studio.</p> <p>Legal guardian:</p> <p>Relationship to applicant:</p> <p>Signature:</p>
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### Highlights of Above

Items	Member's Initials
<p><b>&lt;Booking&gt;</b></p> <ul style="list-style-type: none"> <li>You have to be present for your lesson.</li> <li>No one is allowed to attend on your behalf.</li> </ul>	
<p><b>&lt;Cancellation&gt;</b></p> <p>Your lesson will be forfeited if:</p> <ul style="list-style-type: none"> <li>You are late for more than 10 minutes.</li> <li>Cancel the lesson after 12pm, the day before.</li> </ul>	
<p><b>&lt;Course Validity&gt;</b></p> <ul style="list-style-type: none"> <li>Each course comes with a reasonable validity period.</li> <li>You are responsible for monitoring your course expiration date.</li> <li>ABC COOKING STUDIO is not obliged to extend the course validity due to your personal circumstances*. <i>*Refer to Clause 7.</i></li> </ul>	
<p><b>&lt;Lesson Rules&gt;</b></p> <ul style="list-style-type: none"> <li>Photography or filming are not allowed during lesson.</li> </ul>	