

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 Thailand 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: <http://abc-cooking.co.th/>

**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.
- 2.2 An individual applying for ABC Cooking Studio’s courses must be at least 12 years old for cooking course, 10 years old for cake, bread, Wagashi and 4-9 years old for kid course.
- 2.3 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.
- 2.4 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.
- 2.5 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. Please contact the credit card company directly if you wish to change the payment method.
- 2.7 2500 THB 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 should be applied at the time of preparation of contract. We will not accept any claims after you have signed the contract. For details of campaigns and corporate discounts, please check the relevant information at the Studio.

**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 as soon as possible after you have received the card.
- 3.2 A 10 digit membership ID number on the card is required to book/attend lectures, 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 your membership card, please apply for replacement at Studio. A handling fee of 200 THB will be charged for the card replacement.

**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 The lecture timetable of each course varies for each Studio. As the time slots may change from time to time, please contact the Studio directly to confirm the latest timetable.
- 4.3 Studio close dates differ for each studio. Please confirm with each studio directly in advance.
- 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 lecture 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 lecture 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 student is late beyond the time period allowed by the Company, or upon cancellation or absence of lecture, as well as leaving midway during lecture that is considered absence by the Company. Cancellation Penalty means confiscation of lectures that has been reserved (member will not be allowed to attend those lectures).

**5. Reservation Rules**

- 5.1 Every lecture requires a reservation.
- 5.2 Lecture reservations are accepted via phone call, ABC online booking system or touch panel booking machines at the Studio before 17:00 of the business day before the scheduled lecture.
- 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 noon (12:00) of the day before the reserved lecture;  
In person at Studio / by phone: Before noon (12:00) of the business day before the reserved lecture.  
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 lectures shall be confiscated as part of the Cancellation Penalty.
- 5.5 Reservations made by anyone who is not Company’s member are not accepted.

**6. (Lecture Rules)**

6.1 If you have long hair, please tie up your hair due to hygiene reasons. Please be sure to remove any accessories around your hands such as ring/watch/bracelet, etc. In addition, anyone with long nails or with manicure should wear gloves while taking lecture.

6.2 Coming late to lecture will cause annoyance to other members, so please make come to Studio on time. Tardiness of more than 10 minutes in any case the lecture is considered as cancelled. You will not be able to attend the lecture.

✂ Cancellation Penalty will be incurred in accordance with the provisions of Clause 4.6 in case of tardiness / absence.

✂ Even in the case of natural disasters, accidents, illnesses, injuries, family events, train delay, etc., cancellation penalty will be enforced (unless Company has announced that Cancellation Penalty due to extreme weather condition will be exempt.)

6.3 When leaving in the middle of lecture (including illnesses, etc.), Studio will determine it as either an absence or a completion of a lecture. If it is deemed as an absence, cancellation penalty will be enforced in accordance with the provisions of Clause 4.6.

6.4 The right to receive the recipe will be given only after the completion of a lecture. Even for a contracted course, we cannot give the recipe for a course that you have not attended. In addition, taking photos and copying of the Company's original recipes with illustrations (hereinafter referred to as "Original Recipe") is prohibited.

6.5 The prohibited activities in Studio and during lectures are as follows:

- (1) Have companion(s) that are not members at the lecture space (including anyone under the age of 18).
- (2) Private exchanges between a member and the company staff.
- (3) Smoking in studio.
- (4) Driving a vehicle after consuming alcohol.
- (5) Engaging in other prohibited acts described in this agreement.

## 7. Validity extension rule

7.1 Woman who is pregnant or within 1 year after giving birth or member who has to move abroad due to work or study are allowed to extend the expiration date for two more years when member shows related certificate.

7.2 Extension is based on the condition that the request for extension be made before the original expiration date.

7.3 Please contact the Studio for application of extension.

## 8. Course Cancellation

8.1 In case of that one must cancel a course contract out of necessity, please apply for all the required documents at Studio, fill in the necessary information and submit to Studio. When the Company has accepted the cancellation form, it will review the contents of the contract along with the details of your completed lectures, then proceed with a refund.

8.2 Cancellation shall be accepted only before the course expiration date. If your contract has been expired, we cannot refund and accept the cancellation.

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

- (1) Upon cancellation of contract, a handling fee of half of the remaining course amount shall be paid regardless of whether you have attended the course or not.
- (2) Studio will calculate the cancellation handling fee by deducted half of the remaining amount from the paid amount then transfer to member's bank account.

✂ The cancellation 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 to use for personal commercial purposes.

(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

For the handling of members' personal information by the Company, it shall be in accordance with the policy titled "Policy Regarding the Handling of Personal Information" set forth separately.

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

11.3 Taking pictures or videos of the finished products is permitted only for the member's own personal use only; other purposes are strictly prohibited. If you want to take a photo with your friend and your friend's work, please proceed only when you have obtained your friend's consent. Any act that is in infringement of copyrighted rights is strictly prohibited. In addition, 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】

11.4 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.

11.5 If you have any food allergies, the Company assumes that you have checked the menu list that is given to you in advance at your own responsibility. Even if any allergic reactions have occurred, the Company will not be held responsible.

11.6 If you have been diagnosed with infectious diseases by a doctor, or be informed of a symptom similar to an infectious disease, you may not attend the lecture regardless of the degree of the disease / symptoms you may have. Please cancel the reservation in advance. If you notice any symptoms of infection while at the Studio, please inform the studio staff as soon as possible. You may not continue with the lecture once this has been done so.

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

11.7 We cannot attend to every individual requests resulting from personal situations (Including cases where the Company determines the request to be personal).

11.8 The contents of each course, price, lecture schedule, rules, etc. in every course that the Company offers as well as the services offered are subject to changed (including studio closures). In case there are any changes, the Company assumes that you have be notified and are aware of all announcements in advance, shared in the following ways:

- Company’s website
- Studio’s notice posters
- Pamphlets

11.9 There may be changes in 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.

11.10 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

### 12. Typhoon and Rainstorm Signal

The Company shall not contact individual members for notices regarding lecture cancellations caused by typhoon and Black Rainstorm Signal. In addition, in the case of inclement weather condition that is not officially announced by the Thailand Observatory, there shall be Cancellation Penalty in accordance with the provisions of Clause 4.6 if anyone proceeds to cancel lecture under this circumstance.

### 13. Withdrawal obligation

13.1 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 actions taken for gain or profit.
- (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.

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

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

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

Member

Member’s ID: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Under 18 Member

Member’s ID: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I have read the terms of this agreement and agreed to become a member of ABC Cooking Studio.

Legal guardian

Relationship to applicant: \_\_\_\_\_

Signature: \_\_\_\_\_