

Terms & Conditions

The following Agreement defines the relationship between ENSOLUNA COFFEE ACADEMY, herein referred to as "ECA" and the registrant, herein referred to as "STUDENT"

If you do not accept the terms of the Agreement, you must NOT register for any ECA coffee camp programs. By registering for ECA coffee camp, you are acknowledging that you have fully read and unconditionally agree to all of the terms and conditions listed below, so please review carefully.

EFFECTIVE DATE: June 1, 2014

AGREEMENT:

1. ENSOLUNA COFFEE ACADEMY

By entering the ENSOLUNA Website, doing business with, attending any class or workshop, or communicating with ECA, its employees, or agents representing or related to ECA, you acknowledge, and completely agree that you fully understand the following: ECA is NOT a career school or vocational school and we offers NO form of credits, diploma or degree.

2. COURSES

ENSOLUNA COFFEE CAMP for COFFEE LOVERS

6-Day Coffee Camp - \$1690.00

ENSOLUNA COFFEE CAMP for BARISTA TRAINING

Intermediate & Advanced Barista Workshop

6-Day Coffee Camp for Baristas - \$1995.00

ENSOLUNA COFFEE CAMP for ROASTER/CUPPER TRAINING

Elementary & Intermediate Roasting & Cupping Workshop

6-Day Coffee Camp for Roasters/Cuppers - \$1995.00

3.

PAYMENT

In order to register for ECA, students must pay ECA in full, in advance, they wish to attend. All registrations/payments are accepted via the ENSOLUNA Website on the corresponding workshop page only (or Wire Transfer to ECA Account). A student is not officially registered for any class until payment clears, and you receive a confirmation email stating that you are registered. This can take up to 48 hours.

4. REFUND POLICY

ECA will honor any reasonable refund requests where (1) request a refund in writing and (2) you provide a detailed explanation of your reasons for the refund (3) no later than 14 days after the course date.

If all above listed criteria is met and ECA deems a refund requests reasonable, the refund can take up to 30 days to process from the date ECA deems the refund request reasonable.

Refund will be done by wire transfer to the student's designated bank account. From the full amount, bank charges and other related handling charges will be deducted.

5. LIMITATION OF LIABILITY

Based upon its expertise and prior experience ECA will provide general instruction to Student, but Student acknowledges and understands that Student makes all decisions regarding Student's operations and future.

By registering for Ensoluna Coffee Academy workshops, student hereby waives any claim and releases ECA, it's employees, agents representing or related to ECA from any and all claims, costs, damage or expense in any manner arising out of ECA's performance under this Agreement, whether the same is known or unknown, suspected or unsuspected. Student waives any claim for incidental or consequential damages.

In addition, student assumes all risk of personal injury, including death and damage to personal property sustained during the travels in Guatemala related class, training, gathering or event and release ECA, it's employees, agents representing or related to ECA from any and all liability for any injury, death or damages, suffered by the Student during any ECA related, class, training, event, or gathering, whether due to negligence of the Released Parties, their respective agents, or peers.

Student agrees to defend, indemnify and hold ECA, it's employees, agents representing or related to ECA harmless from and against any and all actions, suits, claims, demands, causes of action, proceedings, losses, costs, expenses including, without limitation, all attorney fees and disbursements, damages, liability and fines or penalties, in any way arising out of, or relating to, connected with directly or indirectly, ECA classes, trainings, events, or gatherings regardless of whether there is active or passive negligence or fault on the part of ECA, it's employees, agents representing or related to ECA, or the other Released Parties.

6. BINDING EFFECT

This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

7. AMENDMENT

This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

8. NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and delivered to the parties' last known address, fax number, or e-mail address.

9. SEVERABILITY

If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Quetzaltenango, Guatemala, excluding conflict of law provisions. Any action shall be brought in the state court Quetzaltenango, Guatemala and no other place.

11. ATTORNEY FEES

If any legal action or proceeding, including any arbitration of disputes or any appeal thereof, arising out of or relating to this Agreement, is brought by either party, the prevailing party as determined by the court or arbitrator shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys fees, costs and expenses incurred in the action or proceeding by the prevailing party.

12. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

13. FILM AND PHOTO RELEASE

Student grants ECA the right to broadcast, duplicate, distribute and/or televise Student's images, and all material herein agreed to, for advertising, promotion, educational or public service purposes. Student hereby waives any claim to royalties or other payments in connection with the broadcast or other use of such material. Student hereby releases and discharges ECA, the advertiser or their agents, and all those acting under their authority, from any liability by virtue of any violation of any personal or property rights which Student may have in connection with the broadcast or other use of such materials. Student hereby grants permission to the ECA to use Student's photograph and/or testimonial on its World Wide Web site or in other official printed publications without further consideration, and Student acknowledges the right of ECA to crop or treat the photograph at its discretion. Student also acknowledges that ECA may choose not to use Student photo at this time, but may do so at its own discretion at a later date.

14. COPYRIGHT

All materials presented online and in class contain information protected under International Federal Copyright laws and Treaties. Any unauthorized reprint or use of ECA material is strictly prohibited. We actively search for copyright infringement and you will be prosecuted to the fullest extent of the law.