

JOHNSON & WALES UNIVERSITY

TERMS & CONDITIONS

I. Acceptance

A. Johnson & Wales University (“JWU,” “university,” “we,” “us,” “our”), provides gift cards to JWU Chef’s Choice Recreational Cooking Classes at the Providence campus (“Programs”) for sale through JWU websites (collectively, “Sites”) subject to these Terms & Conditions (“Terms”). By purchasing a gift card, you are subject to and agree to be bound by these Terms.

II. About the Programs

A. Chef’s Choice Recreational Cooking Classes at JWU’s Providence campus help participants sharpen their cooking skills, explore global cuisines, and cook like a pro. The 3-hour hands-on cooking experiences, designed for groups of up to 18 participants, include cooking and learning under the direction of a JWU chef-instructor, followed by a family meal of the prepared foods.

B. More information about the Programs, including the current schedule and price is included at <https://www.jwu.edu/academics/programs-by-campus/providence-programs/chefs-choice.html>, incorporated by reference herein.

III. Payment

A. Payment must be made through Slate as described on the Sites. Gift cards are available in increments of the cost of one Program. Chef’s Choice gift cards may be used towards Programs as listed on the Sites only and may not be used for any other products or services offered by JWU. Current pricing for all Programs is listed on the Sites. All pricing is subject to change at any time.

B. Once a gift card is purchased, there is no right to cancel, reschedule, or receive a refund for same. Gift cards are nonrefundable and cannot be exchanged or redeemed for cash.

C. JWU reserves the right to cancel or modify any Program at any time and for any reason. If a Program is cancelled after you have paid for the Program, you will be given the option to register for a different Program of your choosing, or to receive a gift card for use for a future Program.

IV. Privacy, Website User Agreement

A. By using the Sites, you consent to the use of personal data and agree that you have read and understand JWU’s Privacy Policy, Privacy Notice, and Website User Agreement, available at <https://www.jwu.edu/about-jwu/terms-of-use.html>, which are incorporated by reference herein. The Privacy Policy governs the collection, maintenance, sharing, and use of personal and non-personal information from you when using the Sites.

V. Warranties

A. UNIVERSITY MAKES NO WARRANTY WHATSOEVER REGARDING THE PROGRAMS (OR THE RESULTS THAT MAY BE OBTAINED THEREFFROM), INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. YOU ACKNOWLEDGE THAT YOU HAVE NOT

RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY UNIVERSITY, OR ANY OTHER PERSON ON UNIVERSITY'S BEHALF.

VI. Limitation of Liability

A. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNIVERSITY SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THESE TERMS, EVEN IF THEY ARE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE AND UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT SHALL UNIVERSITY'S AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE PAYMENT MADE BY YOU TO UNIVERSITY. YOU AGREE THAT ANY CLAIM YOU MAY HAVE ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

VII. Indemnification

A. You agree to defend, hold harmless, and indemnify JWU, its affiliates, and JWU's agents, attorneys, board, directors, employees, officers, and trustees from and against any and all actions, claims, costs, damages, demands, liabilities, and losses of any kind (including reasonable attorneys' fees) resulting from (i) your use of the Sites, (ii) your use of content, offerings, products, or services provided through the Sites, or (iii) your breach of any provision of these Terms. JWU reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such event, you still are responsible for indemnifying JWU, and you agree to cooperate with JWU in asserting any available defenses.

VIII. Pricing for Products and Services

A. In the event an offering or a product or service or the cost of an activity or event or a course or program of study is listed at an incorrect price or with incorrect information due to a typographical or other error, JWU shall have the right to refuse or cancel any orders placed for said offering, product, or service. JWU shall have the right to refuse or cancel any such orders or requests whether or not they have been confirmed and the User's credit card has been charged or other payment has been accepted.

IX. Severability; No Waiver; Assignment; Third Party Beneficiary Rights; Entire Agreement

A. In the event that one or more portions of these Terms shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in these Terms. Any delay or failure by JWU, at any time or times, to require performance of any provision hereof shall in no manner affect JWU's right at a later time to enforce such provision. No delay or failure by JWU in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder. You may not assign your rights or delegate your responsibilities hereunder without the express written permission of JWU. JWU may, at any time, assign its rights or delegate its obligations hereunder without notice to you. No person who is not a party to these Terms is intended to be a beneficiary of these Terms, and no person who is not a party to these Terms shall have any right to enforce any term of these Terms except as expressly provided herein. These Terms and any documents expressly incorporated by reference constitute the entire agreement between JWU and you pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or written, and documents regarding your use of the Sites.

X. **Headings**

A. The headings used throughout these Terms are solely for the convenience of reference and are not to be used as an aid in the interpretation of these Terms.

XI. **Updates and Modifications**

A. In its sole discretion, JWU may unilaterally amend or modify these Terms or any other documents referenced herein at any time by posting the amended Terms on the Sites or any one Site or webpage thereof. Any amended or modified terms will be effective upon posting. Continued use of any Sites constitutes acceptance of any modified terms and conditions. If you have any questions about these Terms, contact us at helpdesk@jwu.edu.

XII. **Termination**

A. JWU may immediately issue a warning or, without warning, suspend or terminate your access to the Sites for breach of these Terms (or any document incorporated by reference hereto), or for any other reason in our sole discretion.

XIII. **Governing Law**

A. These Terms and access to the Sites shall be governed by and construed in accordance with the laws of the State of Rhode Island, exclusive of its conflict of law rules, and, where applicable, the federal laws of the United States of America.

XIV. **Choice of Forum**

A. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the State of Rhode Island in the United States of America for any dispute resolution arising out of or relating to use of the Sites, and you agree not to commence any proceeding relating thereto except in in the State of Rhode Island in the United States of America. You hereby irrevocably and unconditionally waive any objection to the establishment of venue of any dispute resolution in the courts of the State of Rhode Island or the courts of the United States of America located in the State of Rhode Island and agree not to plead or claim in any Rhode Island federal or state court that such litigation brought therein has been brought in an inconvenient forum.

XV. **Force Majeure**

A. University will not be liable for failure or delay to perform under these Terms if such failure or delay is due to circumstances beyond the reasonable control of University. Such circumstances include, without limitation, acts of God; communicable diseases, epidemics, and pandemics (including without limitation the coronavirus or COVID-19); fire; flood; government acts or orders; interruption of utility services; local, regional, or state emergencies; quarantines; severe weather; war, and other causes, whether similar in kind to the foregoing or otherwise, beyond University's reasonable control.