

Terms and Conditions for Travelers, Parents and Legal Guardians

We are really excited that you have decided to join us on a People to People International Student Travel Program, organized by the People to People International's licensed Travel Provider, ECE International LLC ("ECE"), and with travel operations support provided by StudentUniverse.com. Inc. ("StudentUniverse," and for convenience, referred to collectively with ECE as the "Travel Provider"). It is important that you aware of what your trip includes, what your responsibilities are and what our commitment is to you.

When you sign up for your travel program, you (or your parent/guardian if you are under 18) will be accepting these conditions, so you must carefully read and understand them before you sign up. If you have any questions, we encourage you to promptly contact us, or to seek the advice of legal counsel. We can only accept your participation in the program under these terms and conditions. We reserve the right to change these conditions or any part of these conditions at any time, so it is important that you check these terms and conditions of booking periodically in case any changes have been made.

The price quoted is stated in US Dollars and based on local exchange rates, all taxes and tariffs in the United States and in the local destinations before your program departure and changes to prices may occur prior to payment being made in full.

What is Included in the price of your travel program?

- Coach class airfare to and from your US departure airport.
- All overnight accommodations during your program. The type of accommodation can include hotels, guest houses, halls of residence, farm-stays and home-stays or ferry cabins, and are subject to change or modification as noted above.
- All meals: breakfast, lunch and dinner each day beginning with the meal provided on your outbound flight and ending with the meal provided on your return flight to the US.
- Luggage: one checked bag - maximum 44 pounds, and one carry-on bag - maximum 11 pounds. You are responsible for all your personal belongings and we advise you not to bring valuable items unless they are necessary. We further advise you that we are not responsible under any circumstances for any of your items which are lost, stolen, damaged or delayed during your program, and we make no representations, warranties or guarantees as to the security of such items
- Please note that any and all excess luggage, as determined by your airline provider, is NOT included in our pricing and is the sole and exclusive responsibility of the traveler. If your luggage is overweight, you may have to pay extra charges when checking in at the airport or otherwise.
- All taxes and tips are included in our pricing.
- All travelers require valid Visas for entry by all US citizens to Australia and India.
- ECE purchases a medical protection plan on behalf of all travelers which provides basic coverage for accident and sickness medical expenses as well as emergency medical transportation expenses for a covered illness or injury that first occurs during your covered travel program. Certain terms, conditions and exclusions apply. For more information, please refer to and carefully review the Medical Protection Plan at www.tripmate.com/WPA373P and posted on our website. We make no representations, warranties or guarantees as to medical or transportation services provided under the

medical protection plan, and disclaim any and all liabilities as to such services.

- We strongly encourage and recommend that you purchase our additional insurance coverage which increases the benefit limit to the medical protection plan described above. Our travel protection plan provides limited coverage and benefits for accident and illness, medical and related expenses, emergency evacuation and repatriation expenses, trip cancellation or interruption, trip delays, baggage and travel document loss or baggage delays during your covered travel program. For full details of the scope of coverage, you must carefully review the Travel Protection Plan details at www.tripmate.com/A450P and posted on our website, and please promptly contact us with any questions.

What are the extras?

Passports and Visas. Each traveler is solely and exclusively responsible for holding and presenting a current and valid US passport and appropriate visas for travel to all the countries included on their program itinerary. If you do not currently hold a valid US passport, you must ensure that you obtain one in sufficient time to participate in your trip itinerary, and the cost of the passport is the traveler's sole and exclusive responsibility. Any visas required for US citizens to enter the countries on your travel program must be obtained at the traveler's expense and in sufficient advance time. Any traveler who is refused travel or refused entry to a country because they do not have the correct travel documentation will need to make their own arrangements to return home at their sole and exclusive expense. Please promptly contact us at info@ecetravelsptpi.com if you require further information on the Visas you may require for your travel program.

If you are a non US citizen or a green card holder, please promptly contact us at info@ecetravelsptpi.com if you require further information on the Visas you may require for your travel program.

All souvenirs, snacks, laundry, wifi costs and other personal items are the traveler's sole and exclusive responsibility.

Any requested changes to your departure airport will be subject to availability and amendment fees and also to any additional costs charged by the airline, which will be the traveler's sole and exclusive responsibility.

Additional Information:

The travel programs are subject to minimum and maximum numbers of participants. If for any reason we are unable to confirm a place on your requested departure date or itinerary, we will notify you and give you the option to change to another travel program where there is currently space available. You will then be given the option to choose to travel on an available program or to obtain a refund of money paid, less all non-refundable fees.

If you wish to travel from an airport which is different from your leader, please promptly contact us at info@ecetravelsptpi.com.

If you have any special personal requirements, please promptly contact us at info@ecetravelsptpi.com.

Although we will strive to accommodate the traveler's valid special requirements, we are not specialists in accommodating disabilities, special needs or medical conditions. If any member of your party has a disability, special need or medical condition, you must promptly contact your doctor and our office before booking. We make no representations, warranties or guarantees as to the accommodation of any disabilities, special needs or medical conditions,

and disclaim any and all liabilities as to same.

TOUR OPERATIONS:

ECE is the licensed student travel provider for People to People International (PTPI), which is a not-for-profit Missouri corporation, with its corporate headquarters located in Kansas City, Missouri. ECE is qualified to do business in the state of Florida. Services under your People to People International Student Travel Program with ECE are provided by the travel operations team of StudentUniverse. StudentUniverse is the booking agent for PTPI trips in conjunction with ECE, and is a duly licensed and insured travel provider in the United States. Certain states by law require that StudentUniverse register as a seller of travel, and it is a registered seller of travel in the following states: California, Iowa, Nevada, Ohio, and Washington.*California registration number: 2058600-40; Iowa registration number: 697; Nevada registration number: 2002-0797; Ohio registration number: 8889222; Washington registration number: 60224518

*Please note that registration as a seller of travel in California does not constitute the state's approval.

DEPOSITS AND PAYMENTS:

For each traveler's application to be considered for approval, it must include the payment of a \$399 deposit fee as noted in the payment options below, which includes a \$199 non-refundable application fee.

Selecting an itinerary outside your local area may incur extra costs not listed in the payment options below, which will be the sole and exclusive responsibility of the traveler.

Payments can be made by credit card, debit card or check; however, checks cannot be accepted within 60 days of the date of your scheduled travel departure date.

PAYMENT PLAN FOR ENROLLMENTS AFTER SEPTEMBER 1, 2015:

For all departure dates occurring between June 1, 2016 to August 31, 2016 -

Installment plan:

<u>Payment Due</u>	<u>Amount</u>
At time of application	Deposit \$399 (includes non-refundable \$199 application fee)
120 days prior to departure	50% of total program cost
60 days prior to departure	100% of total program cost

Full payment plan: Payment in full is due at time of the traveler's registration.

You are able at any time to make payments by check, bank transfer or by credit or debit card via our website: ecetravelsptpi.com. However, checks cannot be accepted within 60 days of the date of your scheduled travel departure date.

REFUNDS AND CANCELLATION FEES:

If for any reason you are unable to make your scheduled departure date and/or flight, you must promptly inform us in writing either by email or mail and the date of cancellation will be the date such notification is actually received by the Travel Provider from the traveler. If the traveler is under the age of 18, such notice must come from traveler's parent, guardian or duly

appointed legal representative.

Refund schedule:

<u>The Travel Provider's actual receipt of cancellation notice</u>	<u>Refund Amount</u>
120 days or more prior to departure	Full refund less \$199 deposit
90 to 119 days prior to departure	Full refund less 25% program cost
46-89 days prior to departure	Full refund less 50% program cost
45 days or less days prior to departure	No refund

Should you choose to travel with us in the year following your scheduled trip, your \$399 deposit is transferable to a new booking on a future program, subject to all terms and conditions specified herein, and may also be transferred in writing by you to a new booking for a friend or family member.

PEOPLE TO PEOPLE INTERNATIONAL MEMBERSHIP:

Through their participation on the program, all travelers become full members of People to People International for a term of one year from their trip departure date.

TERMS AND CONDITIONS OF TRAVEL:

Your participation in the program constitutes your knowing and unconditional acceptance of all terms and conditions of travel and the booking. We reserve the right to change these terms and conditions at any time, without notice, so please make sure that you regularly check the terms and conditions to ensure you are aware of any changes, which will be deemed to be automatically accepted by you.

Traveler's membership and participation in this program is approved by the Travel Provider only in accordance with, and expressly conditioned upon, your acceptance of all Terms and Conditions of travel and booking. The Travel Provider acts only as an agent in reserving your accommodations, transportation, sightseeing, homestay and activities, participation and other travel services, and in no event shall the Travel Provider be liable or responsible in connection with or in respect of any acts or omissions of any third party service provider, including but not limited to, third party contractors, suppliers, and vendors who render services in connection with the program.

All accommodations, transportation, sightseeing and other travel services are provided to travelers subject to all the terms and conditions under which they are offered by the service provider to the public generally. Neither the Travel Provider nor its agents shall be liable for any loss, injury or damage to person or property resulting from, but not limited to, the Travel Provider's acts, omissions or negligence, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accidents, personal injuries, annoyance or inconvenience or any other cause, and each traveler solely and exclusively assumes all liabilities and expenses incurred by them in relation to, or arising from, any of the foregoing subjects.

In the event a traveler's program must be cancelled less than 120 days before their scheduled departure date, the Travel Provider will refund any monies paid to it by the traveler less non-refundable application fees, non-recoverable deposits and reasonable expenses incurred by the Travel Provider in respect of such trip cancellation. The Travel Provider and its agents reserve the sole, exclusive and unfettered discretionary right to decline to accept any traveler, or to

discontinue their participation in the program for any reason. The Travel Provider does not discriminate based on race, national origin, age, disability, gender, sexual orientation or any other category protected by applicable law.

Should a traveler have a health or mobility disability, limitation, allergy, severe sight or hearing limitation, or any other condition which could restrict or substantially interfere with the traveler's ability to participate in the program as intended by the Travel Provider, an aide will be required to accompany the traveler. All travel, hiring and other expenses related to the aide will be the sole and exclusive responsibility of the traveler, including a single-room accommodation charge, unless otherwise required by applicable law. The traveler shall be solely and exclusively responsible for monitoring, and shall be able to self-administer, without supervision, any and all medications, injections, or any other treatments. Program staff, leaders, guides, or any other third-party, will not hold or administer any medication or treatment for a traveler.

The contents of food products are not controlled or guaranteed by the Travel Provider or its agents during travel. All special dietary needs, or monitoring the contents of food products, are the sole and exclusive responsibility of each individual traveler. Should a traveler's health, physical infirmity, or general deportment, in the sole, exclusive and unfettered discretionary judgment of the Travel Provider and/or its agents, impede the operation of the program or the rights, welfare or enjoyment of other travelers, the Travel Provider and its agents have the right to terminate the traveler's participation. If this occurs, no refund will be due to the traveler.

The Travel Provider and its agents reserve the right at their sole, exclusive and unfettered discretion to cancel the program, to discontinue a traveler's participation in the program, and/or to make such alterations in the schedules as they deem necessary or desirable to cancel the program, remove a traveler or make such alterations in the schedules as they deem necessary or desirable and to pass on to the traveler any expenditure or losses caused by delays cancellations or traveler removal or events. In particular where special visits or meetings are scheduled, the Travel Provider and its agents are not responsible for change, substitutions or alternate arrangements deemed necessary in their sole, exclusive and unfettered discretion. Alternate arrangements will be made where reasonably possible in such instances.

No refund shall be due to any traveler for services not taken in the discretion of the traveler, including without limitation, cases of sickness, injury, accident or emergency during the program. The traveler and the legal guardian (if you are a minor) expressly authorizes and unconditionally consent to i) the traveler's participation in all activities reserved by the Travel Provider and its agents ii) the Travel Provider and its agents employees and representatives, in any emergency situation illness or accident, to call for medical care and attention for the traveler, and you, your parent or legal guardian are solely and exclusively responsible for the costs of all such medical, health and treatment services; and (iii) the Travel Provider and its parents, subsidiaries, or affiliates and their respective employees, agents, and representatives, and any medical provider or facility, receipt, use, and release any health information of the traveler and/or their parent or legal guardian.

Express Assumption of Risk, Release and Waiver

You are voluntarily participating in these activities with the knowledge and recognition of all involved risks and dangers, and you hereby unconditionally agree to, accept and expressly assume any and all acts, omissions and injuries related to such risks and dangers.

As lawful consideration for the Travel Provider accepting the traveler to participate in the travel program, you, for yourself and on behalf of your heirs and assigns (and with respect to a

parent or guardian, for yourself and on behalf of the traveler, and your respective heirs and assigns), unconditionally and fully and forever release and dismiss the Travel Provider - including without limitation, the Travel Provider's present, former and future members, shareholders, directors, managers, officers, executives, administrators, agents, representatives, employees, employers, officers, administrators, professors, faculty, staff, insurers, insureds, attorneys, directors, predecessors in interest, successors in interest, assigns, subsidiaries, partners, volunteers and affiliates, (hereinafter collectively the "Releasees"), from any and all claims, causes of action, allegations, suits, debts, dues, costs, taxes, sums of money, accounts, bills, specialties, covenants, contracts, controversies, claims bills, fees, agreements, promises, variances, trespasses, claims based upon vicarious liability, claims based upon constructive liability, claims based upon derivative liability, claims based upon technical liability, damages, judgments, hospital liens, medical liens, insurance company liens, governmental liens, charging liens, subrogated interests, executions, liabilities, civil rights claims, torts, obligations, representations and demands of any type or nature whatsoever - arising in law or in equity under state or federal law - which the traveler has, had or may have against any of the Releasees, whether contingent, known or unknown, and which directly or indirectly relate to, arise from or concern any allegations, claims, incidents, transactions and/or occurrences which in any way relate to or arise from the traveler's participation in the travel program. (hereinafter collectively, the "Released Claims"). Further, the traveler understands and agree that this is a general release in full of all Releasees and all Released Claims, and the traveler (and the traveler's parent or guardian, if applicable) expressly releases and waives the right to seek or recover any monies from any of the Releasees or pursuant to any of the Released Claims in any court, tribunal, forum or venue whatsoever.

Use of Personal Information

The traveler (and if applicable, the traveler's parent or guardian) acknowledges and agrees that the Travel Provider and its agents shall have the right to contact the traveler by means of telephone, cellular telephone, email, or other correspondence.

To enroll in a trip, you (or your parent or legal guardian if you are under age 18) will be required to share personal information with us including, but not limited to, first and last name, passport number, social security number, home or physical address, telephone number, e-mail address, school, grade in school, occupation, job title, and information about your job/occupation ("Personal Information"). We may retain and use that information for several purposes. Uses may include sending you information about other trips, scheduling travel related to the trip for you, or creating a directory of participants in your trip. We may share Personal Information collected with certain third parties including, but not limited to, our parent companies, subsidiaries, affiliates and strategic partners, third party service providers, third parties who we feel would be interested in recognizing your achievements, and other participants in your program. Notwithstanding the foregoing, we confirm to you that we will only use your passport number and social security number solely in connection with your travel arrangements in connection with your travel program, and we will not otherwise share this information with any third parties.

Governing Law, Exclusive Jurisdiction, and Waiver of Jury Trial

Any dispute, claim, disagreement or controversy, in law or equity, arising out of or relating to: (1) the Terms and Conditions of Travel; (2) the booking conditions (3) marketing application and enrolment process (4) traveler's participation in all activities provided and/or organized by the Travel Provider or its agents; (6) the acts or omissions of the Travel Provider, its employees, agents, and representatives; (7) the acts or omissions of participants or third parties; (8) the organization and delivery of the program; or (9) any other agreement, document or provision of services, shall be governed by and construed in accordance with the laws of the

state of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance of the construction of these Terms and Conditions to the law of another jurisdiction. Each of the parties hereto understand and agree that Delaware law, as so described, shall apply to and govern any and all claims, disputes and controversies, of any kind, arising between the parties, as well as between the Travel Provider and any nonparty that claims rights through any party, on behalf of any party or in relation to any party. In addition, each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the application of Delaware law to any action, suit, claim or proceeding. Each party hereto hereby irrevocably and unconditionally agrees that any action, suit or proceeding shall only be brought in any federal and state courts located in Delaware, which shall be the exclusive and mandatory jurisdiction for any actions, suit, claim or proceeding - and each party hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives (by way of motion, as a defense or otherwise) any and all jurisdictional, venue and convenience objections or defenses that such party may have in such action, suit or proceeding. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts.

THE TRAVELER (AND THEIR PARENT OR LEGAL GUARDIAN) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE, LAWSUIT OR CLAIM DIRECTLY OR INDIRECTLY RELATING TO, ARISING FROM OR CONCERNING THE TRAVELER'S PARTICIPATION IN THE TRAVEL PROGRAM.

Use of Name and Likeness

The traveler (and your parent or legal guardian, if you are a minor) hereby consents and irrevocably grants to the Travel Provider (and its parent, subsidiary, associated, and affiliated companies, including each of their respective officers, directors, agents, and employees), as well as certain third parties who we feel would be interested in recognizing your achievements, a royalty-free, worldwide right and license to use, incorporate, broadcast, distribute, photograph, film, videotape, record, re-use, publish, re-publish, exploit, adapt, modify, alter and/or edit, reproduce, publicly perform, and display your name, photograph, and photographic likeness, including still, moving and voice, image, comments, submitted documentation, written papers, biographical material, artwork, music, writing, endorsement, portrayal, and/or other visual or physical likeness, in all poses, acts, plays and appearances, in whole or in part or composite, or reproduction thereof, in any and all media now or hereafter devised (the "Materials"), in perpetuity, by incorporating, without restrictions or limitation, the Materials into any product or service, whether electronically or in print, including, but not limited to, any marketing and advertising materials, publications, catalogues, brochures, books, magazines, photo exhibits, correspondence, motion picture films, videotapes, commercials, informational, educational materials, and/or any other media, now known or later devised or developed.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire, complete, fully integrated and merged agreement among and between the Travel Provider and the traveler pertaining to the subject matters addressed herein. All prior or contemporaneous oral or written discussions, agreements, representations, disclosures and non-disclosures are hereby cancelled and extinguished and may not be relied upon by the traveler for any reason whatsoever. No modification of these Terms and Conditions shall have any legal force or effect unless such modification is memorialized in a written supplement to these Terms and Conditions and executed by the Travel Provider and the traveler. All attempted or purported oral

modifications to these Terms and Conditions are void and have no legal force or effect whatsoever, and no term or condition may be waived by oral agreement, including the terms of this section entitled, "Entire Agreement."