

# ENROLLMENT TERMS & CONDITIONS WORLD CLASSROOMS

#### **Monthly Installment Program**

You must select a payment method of either direct debit from your checking account or charges to your credit or debit card. World Classrooms (WC) must have the checking account or credit/debit card holder's signature on the enrollment form indicating agreement to our Monthly Installment Program Terms and Conditions before the plan is activated. You must provide a valid email address and phone number and pay the non-refundable \$99 Enrollment Fee before the program is activated. You agree that your checking account or credit/debit card will be charged on the 25th of each month. If paying by direct debit, please verify that sufficient funds are available. A non-refundable \$35 fee will be assessed each time a checking account payment is returned or a credit/debit card is declined. The following month, we will attempt to process both the current and past due payments. We reserve the right to withdraw you from the program for checking account returns or credit card declines for two consecutive months. Your bank or credit card statement is your receipt. A secondary credit card may be submitted for backup in the event the primary card is declined. No fee will be assessed if the secondary card is approved. The monthly payment and final payment amounts are subject to change if tour items or payments outside the monthly payment plan that exceed \$125 are added or removed. Tour items or payments outside of the monthly payment plan totaling \$125 or less that are added or removed will only be reflected in the last payment.

#### **Manual Payment Plan**

If travelers do not pay in full upon enrollment or sign up for the Monthly Installment Program, they will be automatically enrolled in the Manual Payment Plan with payments due based on date of enrollment as described under "Payment Information" on the Enrollment Form. For any missed payments, a late fee of \$95 may be assessed and added to the account. All late fees are non-refundable. Travelers can pay with debit card, credit card, or personal checks. Checks must indicate the traveler's name and tour code on the check. A non-refundable \$35 fee will be assessed for any returned or declined payments. Travelers are responsible for making on-time payments even if an invoice or reminder is not received. All payment due dates refer to the dates by which each payment must be received by WC. WC reserves the right to cancel the traveler's reservation if any payment is past due by 30 days or more. Payments can be submitted online, over the phone or mailed to World Classrooms.

#### **Release and Agreement**

I (or parent or guardian if enrollee is under 18) am an enrollee for an educational tour provided by American Connections dba"World Classrooms" or "WC." I have read and agree to all Booking Conditions as posted online at www.worldclassrooms.com. I further understand and agree to the following:

- 1. World Classrooms and its affiliates, which shall include their officers, directors, shareholders and employees (collectively "WC"), do not own or operate any entity which provides goods or services for my tour program, including, for example, hotels, arrangements for or ownership or control over houses, apartments or other lodging facilities, tour guides, airline, motor coach, bus or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, WC is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.
- 2. Without limitation, World Classrooms and its affiliated companies, partners, or any companies acting on its behalf, and each of their directors, officers, employees, volunteers, sponsors, independent contractors, agents and authorized representatives are not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned

### ENROLLMENT TERMS & CONDITIONS (CONTINUED)



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by or resulting from, but not limited to, acts of God, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, dangers associated with or bites from animals, insects or pests, sanitation problems, food poisoning, epidemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of WC.

- 3. I agree to release WC and my school, my school district, my school board, and my Group Leader (the "Released Parties") from, and agree not to sue the Released Parties for any and all claims, of any nature related in any manner to my participation in a WC sponsored tour. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any WC sponsored tour. I further agree to release the Released Parties from any and all decisions to cancel, modify or delay the tour as a result of unforeseeable events that are beyond the reasonable control of WC or which become necessary or advisable so as to increase the quality of the tour.
- 4. I understand my tour begins when the group leaves from the designated departure location and ends upon arrival at the designated group return location.
- 5. World Classrooms shall have no liability or responsibility for me when I am absent from WC sponsored activities or during WC non-sponsored activities, such as visits to friends or relatives or during stay-ahead, stay-behind or any optional periods or activities that do not include the services of a WC Tour Director.
- 6. WC reserves the right to refuse or cancel my registration at its sole discretion. WC and/or the Group Leader reserves the right to decline to accept or to retain any traveler on the tour if that person's presence is felt by WC or the Group Leader likely to be detrimental to the enjoyment of the tour by others, is dangerous to the participant or others, or for failure to abide by WC's regulations and/or the directions of the Tour Director or Group Leader. All participants are expected to be respectful towards other tour participants. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol or any illegal substances is not allowed. Failure to comply is subject to disciplinary action, including dismissal from tour. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. WC may send the traveler home at the traveler's own expense.
- 7. I agree to abide by WC regulations, the directions of my Group Leader, my Tour Director and WC's personnel during my tour. Failure to do so may result in WC terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any kind, and that WC may then send me home at my own expense.
- 8. I agree to abide by all local laws while on tour. I understand that if I violate such laws, even unintentionally, I waive my right to a refund of any kind and WC may send me home at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.

## ENROLLMENT TERMS & CONDITIONS (CONTINUED)



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- 9. If I become ill or incapacitated, WC or my Group Leader may take any action deemed necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home. WC retains the right, in its sole discretion, to contact the participant's parent(s) and/or guardian with regard to health issues or any matter whatsoever that relates to the participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, WC will attempt to cause appropriate treatment to be administered, and the participant authorizes WC to do so. WC, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.
- 10. World Classrooms has the right to make changes and/or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions. This release also includes all activities not offered by WC.
- 11. Prices are subject to unforeseen surcharges or increases, which, if imposed by airlines or other suppliers, will be billed separately.
- 12. By enrolling on this tour, I have made the choice to travel with the Group Leader organizing my group, and I understand that this choice is not the responsibility of WC. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested travel date. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, WC will ask him or her to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be subject to WC's Cancellation Policy.
- 13. It is my responsibility to secure the necessary travel documents (passport, visa[s] and parental authorization forms). Failure to do so does not constitute grounds for a refund.
- 14. I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
- 15. World Classrooms highly recommends enrollment in its Travel Refund Program. The \$99 Enrollment Fee is non-refundable and the amount is considered in addition to any trip price calculations of refunds. Within the first 90 days following the Informational Meeting, you may cancel your World Classrooms (WC) tour program and receive a full refund less the non-refundable \$99 Enrollment Fee. If you cancel after the 90 day grace period and are not enrolled in the WC Travel Refund Program, the following shall apply: Cancellation 180 days or more prior to departure date for any reason: 25% of the trip price plus the Enrollment Fee will be retained by World Classrooms. Cancellation 90 to 179 days prior to departure date for reasons other than legal or school disciplinary action: 50% of the trip price plus the Enrollment Fee will be retained by World Classrooms. Cancellation 30 to 89 days prior to departure date for reasons other than disciplinary action: 75% of the trip price plus the Enrollment Fee will be retained by World Classrooms. Cancellation less than 30 days prior to departure date: No refunds will be issued. If an enrolled participant cancels 179 days or less prior to departure date due to legal or school disciplinary action of any nature, no refunds will be issued. Any trip purchase may be transferred to new enrollee up to 10 days prior to departure on domestic tours or up to 30 days prior to departure on international travel. Existing trip funds may not be transferred to currently enrolled tour participants. All cancellation notices, with or without the WC Refund Program, must be delivered to World Classrooms in writing and be acknowledged by World Classrooms in writing. Cancellations must be submitted on the WC Cancellation Form and include all requested information in order to be eliqible for any refund. Completed and signed Cancellation Forms must be delivered to: World Classrooms, 416 Production St. N., Aberdeen, SD 57401. Date of cancellation is counted as the date on which WC receives the cancellation notice. Sending notices with a signed delivery





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receipt is advised. Refunds will be issued in the same payment form as originally made to the account and take approximately four to six weeks to process. The Enrollment Fee, handling charges, fees for returned checks, fees for declined credit cards or electronic drafts, or late payments and registration fees are not refundable under any circumstances.

- 16. I have read and agree to all of the terms and conditions herein and within WC's Booking Conditions. I understand that together they constitute the entire agreement between WC and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein stated, including but not limited to any oral statements made to me by any agents or employees of WC, by my school representatives or by my Group Leader. This agreement may be amended or modified only in writing signed by an officer of WC. Any waiver by WC of any provision of this agreement shall not preclude WC's enforcement thereafter. Payment of the Enrollment Fee constitutes consent to all of provisions of this agreement.
- 17. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of South Dakota. In the event of any claim, dispute or proceeding arising out of my relationship with WC, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of South Dakota and of the United States District Court for the District of South Dakota.
- 18. World Classrooms may use any film or digital likeness taken of me and any of my comments while on a WC tour as well as any project work for future publicity without compensation to me and also use my contact information for future WC promotions.

My signature on my Enrollment Form indicates I have read in full and understood the contents of all of these Terms and Conditions including Payment Programs, Booking Conditions, Release and Agreement.