

## ACADEMIC PROGRAMS INTERNATIONAL, LLC

### **PARTICIPANT AGREEMENT**

This API Participant Agreement (the "Agreement") is entered into by and between Academic Programs International, LLC ("API") and you (also referred to as the "Participant") and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions governing your participation in any program offered by API. By submitting an Intent to Enroll form and/or clicking on "I agree" or other indication of acceptance, you acknowledge that you have read, understand, and agree to be bound by the terms contained herein. All API policies and agreements related to your application are incorporated herein and made a part of this Agreement by reference.

If the Participant is under 18 years of age at the time of signing, a Parent/Guardian must review and sign this form.

Definitions. For purposes of this Agreement:

*"API Parties"* means API, its directors, shareholders, officers, employees, agents, and their respective heirs, successors and assigns.

*"Program"* means the experiential program coordinated by API including, but not limited to, classroom instruction at a Host Institution, the internship, volunteer or teach placement, housing, regional excursions, social and cultural activities, volunteer opportunities, virtual experiences, and other activities and services made available by API in connection therewith.

*"Home Institution"* means the academic institution the Participant is currently attending or will attend upon completion of the Program.

*"Host Institution"* means the academic institution that the Participant will attend during the Program or the business or organization with which the Participant will complete the professional internship, teach or volunteer experience.

Change in Program. In the event of any changes to the individual Program terms by API or the Host Institution, API will use commercially reasonable efforts to provide you with advance notice when possible. However, changes may be implemented by the Host Institution that are outside the control of API, **and in no event will you hold API responsible for any changes or expenses incurred resulting from a change in course offerings or Program scheduling made by the Host Institution.**

Leaving the Program or Program Housing. If you decide to leave the Program prior to its completion, you shall provide API with at least one (1) week advance written notice of this intent. For study abroad and internship programs, you understand that if you elect not to complete the Host Institution's academic program or the internship, you will not receive academic credit for any part of the associated course(s). If you leave prior to the Program completion, API has no liability to provide or arrange for transportation, housing, food, or other services connected to your early departure; **nor will there be a refund of any of the Program fees except in accordance with the Withdrawal Policy outlined in the Program application.**

Housing. All API housing accommodations are contracted and paid for a full session at a time. Independent housing is not permitted. Participants who choose to move out of their pre-arranged housing prior to completing the session are not entitled to any type of housing refund. If a Participant insists on a move there may be charges assessed for moving as well as additional fees to pay for the new or temporary housing.

You are required to use API housing for safety and security reasons. All API housing is secured and paid for by API prior to your arrival. In the event that unique circumstances exist such that you desire to make a request for an exception to the API-provided housing requirement, the request must be made at least 4 weeks prior to the application deadline for your program. Permission is conditional upon the approval of API and your Home Institution, and your execution of an agreement that you will remain responsible for 15% of the invoiced cost for housing, which is attributable to API's provision of administrative services, and such additional costs incurred in securing housing on your behalf, along with

an acknowledgment of the limitations API will have in supporting your housing issues and the additional risks you assume as a result of these limitations.

You understand that you will be responsible for reimbursing API for any housing damage costs incurred by API on your behalf, which API will invoice separately.

In the event of nonpayment for the housing costs outlined above, then in addition to the underpayment, you shall be responsible for API's collection costs (including attorneys' fees) incurred in recouping payment.

Conduct Abroad. You agree to abide by and be bound by the API Code of Conduct. You expressly agree that API shall have the right, in its sole discretion, to contact your Home Institution, Host Institution, and your emergency contact in the event that you fail to abide by the Code of Conduct, this Agreement, or whenever it is deemed necessary to ensure your safety (including, but not limited to, your mental and physical health) or successful completion of the Program. Likewise, in the event of an on-site concern, you authorize your Home Institution, Host Institution, your emergency contact or other informed party to share information with API that could be deemed relevant to resolving the situation.

Your participation in the Program is at your own risk. You acknowledge that neither the Host Institution nor a representative of API will be supervising or monitoring your daily activities **and you assume full responsibility for your care, safety, and personal property during your participation in the Program. API SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR LOST OR STOLEN ITEMS AND ADVISES YOU TO INSURE YOUR PERSONAL PROPERTY AS YOU DEEM NECESSARY AND APPROPRIATE.**

API strongly discourages you from owning or operating vehicles while participating in the Program. Traffic congestion and different traffic laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. If, however, you operate a motor vehicle while abroad, API assumes no financial responsibility for legal aid, or for your care should you be involved in an accident while operating a motor vehicle.

Breaches of the local law of the host community or country are referred to and handled by the appropriate law enforcement authorities. API will not intervene, or assist you, under such circumstances.

Your Home Institution may require API to share information with its representatives about incidents in which you have been a victim of gender discrimination or of a crime, even if you would prefer that information to remain confidential, so that your Home Institution may comply with U.S. legislation (e.g., Title IX, the Clery Act). As a condition to your participation in the Program, you hereby consent to the sharing of such information.

**If you are dismissed from the Program for violation of the Code of Conduct or for legal infraction, API will not refund any of the Program fees nor bear any costs associated with your dismissal from the Program.** API's only obligation is to provide housing for up to two days post-dismissal, for the sole purpose of allowing you to make arrangements to return to your home country. You will make a good-faith effort to arrange your return to your home country within the two-day period. In the event that you choose to stay in the host country, you will be fully responsible for yourself, and API bears no further obligation to you. If you are a minor at the time of dismissal and you do not depart within the two-day period, API reserves the right to book a return flight for you and bill you or your emergency contact for the transportation costs. Further, if you are dismissed from the Program, you will receive no academic credit for courses that have not been completed.

API supports, and will enforce, the policies of the Host Institution and all housing facilities. If a Participant is dismissed from their Host Institution for failure to abide by the Host Institution's policies, academic, workplace or otherwise, the Participant will be immediately dismissed from the API program, following the parameters above. Likewise, should a Participant be asked to leave their housing by their hosts (e.g., landlord or host family), they will be responsible for identifying alternate housing and paying for the cost of the new housing on their own.

Force Majeure. If a Program must be canceled due to a natural disaster, act of war, political

disturbance, global pandemic or other event beyond the reasonable control of API, and you are prevented from completing the Program on-site, no API Program Fees will be refunded to you. **You may consider purchasing a Cancellation for Any Reason/Interruption for Any Reason (CFAR/IFAR) insurance product to offer additional financial protections in the event of such cancellations.**

API Policies. **You certify that you have read and understood the API Schedule of Program Fees and Withdrawal Policy, and you are responsible for any and all required payments and charges applicable to the Program, even if another party is paying them on your behalf.** By signing this document, you also acknowledge receipt of API's Health and Safety information, as outlined [here](#). You will have all payments and forms returned to API by the specified deadlines, unless otherwise arranged with API in advance. You authorize API to release financial information to your Home Institution in order to facilitate Program payment if necessary. You understand that during the Program term, there may be unforeseen expenses that you will incur that you will bear, including health care related costs. If you fail to make all payments in a timely manner, you may be dismissed from the Program.

Participant data. In order to provide you with the services related to each API program API will process your data according to the API Privacy Policy, which among other things provides that all data shall be processed exclusively for API institutional purposes in connection with your abroad session or as otherwise necessitated by your participation in the Program. In particular, the data supplied or collected will be processed for the following purposes:

- a) to facilitate your enrollment at the Host Institution or internship/volunteer placement;
- b) to allow third parties, such as hospitals, to take the necessary actions following an accident, or for other medical reasons including, but not limited to, ensuring your physical and mental health and well being.

Sensitive data regarding your health conditions and food habits will only be processed for the purpose of identifying and securing appropriate housing, arranging group meals, protecting your safety, or fulfilling the obligations established by applicable law and regulations. Sensitive data regarding judicial/disciplinary measures which may have been provided to API by you or public bodies will be used only for purposes relating to your enrollment at a Host Institution abroad or internship/volunteer placement, a health or safety emergency, or to comply with any applicable mandatory provision of local or applicable law.

In particular, your data may be communicated, in compliance with the rules above indicated, to public or private subjects in order to fulfill obligations set forth by local laws, regulations or UK or European Union data protection laws; sensitive data may be communicated to the Host Institution, your Home Institution, API directors overseas, public bodies and authorities (such as public hospitals, public safety authorities, police offices, courts, magistrates and the like) and to private subjects (such as private hospitals and clinics, security supervisors, insurance companies, internship partners, etc.) only for purposes relating to administrative enrollment processes, health and safety support and/or for the purposes of fulfilling obligations set forth by applicable laws or contract. Sensitive data for the purposes of these terms and conditions may include personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, gender identity or sexual orientation.

You understand that refusal or revocation of consent to API for the use of your personal data (including sensitive data) for the purposes outlined in these terms and conditions may materially impact or render the services related to the API Programs undeliverable. As such, you hereby consent to the use of your personal data (including sensitive data) for the purposes outlined in these terms and conditions, such use to include the transfer overseas of such personal data (including sensitive data) pursuant to article 49(1)(a) of the EU GDPR, and specifically, the transfer to the United States of America, even if this country were not considered a privacy safe harbor by the EU competent authorities;



You understand and agree that sensitive health information, if provided to API, may be shared with your Host Institution, housing facility, or other parties with a need to know in order to provide you with an environment suited to any conditions or challenges you may have (i.e. food allergies). You further acknowledge and agree that API does not warrant or guarantee that the Host Institution or host housing facility is willing or able to make accommodations for all disclosed conditions.

Parental and Emergency Contact. You are required to identify an emergency contact. If you are a minor, your parent/guardian must be your emergency contact. You hereby identify the following individual(s) as your emergency contact. For non-U.S. phone numbers, please include the country code but do not use a plus sign or other symbols.

Name:

Relationship to you:

Street Address:

City, State, Zip:

Home Phone:

Cell Phone:

Business Phone:

Email:

You authorize API or a healthcare provider treating you to contact your Emergency Contact for any reason and disclose any information about you to this individual.

Insurance. Medical insurance is provided to all Participants as set forth under separate cover. You understand that pursuant to the terms and conditions of the medical insurance policy provided by API, you must pay any and all medical costs incurred and retain the medical

receipts for reimbursement by the insurance company. API is not responsible for and will not submit claims on your behalf. You agree to deal directly with the medical insurance company regarding any claims made during or after the Program.

API's Rights. API reserves the right to dismiss you from the Program for any reason, including without limitation: non-payment; a violation of the Code of Conduct; drug possession or use; violent behavior against a host family member or housing host, API representative or other Program Participant; excessive alcohol use; failure to disclose medical conditions to API; behavior or conditions that could cause, or causes, harm to yourself or others; lewd or illicit acts; any actions that violate the law of the host country; failure to abide by the Host Institution's rules regarding in-class behavior or academic integrity; failure to respect rules of conduct established by the Host Institution; or health emergencies (including both physical and mental health) for which API believes you should return home to seek medical care. Further, you agree that API may notify your Home Institution and your emergency contact regarding such dismissal.

Authorizations. You authorize API to act on your behalf when necessary to facilitate proper registration/placement at the Host Institution. You also authorize the Host Institution to release information to API representatives regarding your course selections, your class attendance and your grades or your performance in the intern, teach or volunteer experience, in addition to information that is deemed relevant to resolving any on-site concerns or issues that affect your standing at the Host Institution, your personal welfare, or that of your fellow participants and hosts.

API reserves the right to collect feedback from you through online evaluation instruments to assess program performance and effectiveness. These evaluations could occur at least twice during the Program: prior to your departure to the Program and prior to your departure from the Program location at the conclusion of the Program. API may also request additional evaluations during the term of the Program. The information collected through these evaluation instruments will be used for the purposes of assessing student satisfaction and their engagement with the Program, as well as for promotional purposes.



This may include the use of Net Promoter Score (NPS). API may include questions that ask you about your motivations for enrolling in the Program and/or your academic and career planning. API may publish the information received from the evaluations, anonymously, through its platforms including, but not limited to, APIConnect. You will be asked to share your name and email address for purposes of managing the completion of these evaluation forms. The results of these evaluations will not be shared with any API staff until after the final completion of the Program. You authorize API to publicly share any comments or testimonials that you provide to API, including but not limited to feedback contained within emails or videos sent to API representatives and Program evaluations, for the purposes stated above, in which case only your first name and the site where you traveled abroad will be disclosed. Should you wish to revoke such authorization, you must email revocation to [optout@apiabroad.com](mailto:optout@apiabroad.com).

You authorize API to use photographs or videos of you and consent to the use of your likeness and image in any API publication (including, but not limited to, orientation, marketing, and media materials). You understand and agree that where the materials derive from API, and not from an existing publication (including social media), such materials (including digital images) shall become and remain the sole property of API and you shall have no right or title to the materials. In situations in which the materials derive from an existing publication (including social media), then you license and agree to permit API to use the materials. You further agree that in all situations API will not owe you compensation for the materials, the materials may be retained and used by API for future purposes, and that you release API from any liability in connection with the taking and/or use of the materials.

Should you wish to revoke such authorization and/or licensing rights, you must email revocation to [optout@apiabroad.com](mailto:optout@apiabroad.com).

If you are injured or become incapacitated such that you are unable to make decisions regarding your health, you hereby authorize API to procure all necessary medical assistance while you participate in the Program and to authorize any licensed medical person to do all

things reasonably necessary to treat any illness or injury which may occur during your participation in the Program. It is further agreed that if you are unable to make decisions, and in API's reasonable consideration your condition so requires, you may be returned to your home country, at your expense. You hereby authorize API and your physicians, nurses, hospitals and other health care providers to fully disclose any medical information about you to your parent, guardian, emergency contact, and/or Home Institution representative.

Other. You understand that API will attempt, but cannot guarantee, to accommodate any specific housing requests or considerations identified on the Housing Form (when necessary) you complete with your application.

For Study Abroad Programs only, API does not control the courses that are offered in any given session at the Host Institution, nor can API guarantee that you will be enrolled in particular courses needed to fulfill degree requirements. Some classes listed on the API website may change or be canceled due to low enrollment or other factors.

Many host countries require foreign travelers to obtain a visa to legally enter and reside in the country. API will provide visa information during the post-application process, but you are solely responsible for obtaining the visa if required by the host country.

For intern participants, you understand that all proprietary rights to any work performed by you for your internship host belong to the internship host unless otherwise provided.

Limitation of Liability; release. YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, DEVISEES, SUCCESSORS AND ASSIGNS, COVENANT NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE API PARTIES AND YOU HEREBY RELEASE THE API PARTIES FOR ANY INJURIES TO YOUR PERSON OR PROPERTY OR ANY OTHER LOSSES YOU SUFFER WHILE PARTICIPATING IN THE PROGRAM, UNLESS CAUSED SOLELY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF API. YOU ACKNOWLEDGE THAT YOU ARE RELEASING CLAIMS YOU MAY NOT KNOW ABOUT, AND THAT THIS IS YOUR KNOWING

AND VOLUNTARY INTENT. **YOU UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO RECOVER DAMAGES AGAINST THE API PARTIES IN CASE OF YOUR INJURY OR DEATH.**

You will accept full risk and responsibility for any injury and damage that may occur arising from your respective participation in the Programs. Any damages incurred that prove to be your fault must be repaired to its original state and cost must be entirely covered by you or your emergency contact. API

is not responsible for costs incurred by you in the event that there is any damage done to property, any personal items or physical person while residing in housing procured by API under this Agreement.

Indemnification. You, on behalf of yourself and your heirs, devisees, successors and assigns, agree to indemnify and hold the API Parties harmless from any and all losses, claims, costs, damages, liabilities or expenses (including reasonable attorneys' fees), resulting or arising from your negligence, or willful misconduct while participating in the Program.

General. The laws of Texas govern this Agreement. You agree that any claim, dispute with respect to this Agreement and any and all claims arising from or relating to your participation in the Program shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Austin, Texas. Neither party may assign its rights or obligations under this Agreement to any other party, except that API may assign its rights or obligations to an affiliate (any entity that is related by common ownership or common corporate control with API) or in connection with the sale of all or substantially all of its assets, or a change in control pursuant to a merger, acquisition, stock sale, reorganization, or by operation of law.

This Agreement, including any policies referenced herein, together with any Enrollment Forms and/or Online Application Terms and Conditions you have submitted, are the entire agreement between the parties relating to the subject matter hereof. No waiver or

modification of this Agreement shall be valid unless in writing signed by an officer of API. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.

- By checking this box and typing my name below, I acknowledge that I understand the information provided and agree to the terms and conditions stated on this electronic form.

Name:

Parent/Guardian Name (if Participant is under 18 years of age):