

Participant Terms & Conditions

Effective Date: September 9, 2022

These terms and conditions (“Terms and Conditions”) contain important information about participating in an EdConnect Immersive Travel, LLC. program, which may include retreats, trips and experiences (an “EdConnect Program”) and/or using the website, applications, or any other services (collectively, the “Services”), offered by EdConnect Immersive Travel, LLC. (collectively with its subsidiaries, affiliates, managers, members, successors, employees, agents, representatives, and assigns referred to herein as “EdConnect,” “we,” “our,” or “us”), including future changes to these Terms and Conditions, limitations of liability, a class action waiver, and resolution of disputes by arbitration instead of in court.

For you to have the BEST possible experience, it’s important that you (“you”, “your,” or “Participant(s)”) understand your rights and obligations vis à vis EdConnect. More importantly, by joining us and using our Services you are agreeing to these Terms and Conditions as a legally binding contract, so read this carefully and let us know if you have any questions!

1. Important Notice to Participants

- 1.1 Acceptance. By accepting your invitation to participate in an EdConnect Program you are: (a) certifying that you are an adult with full authority and legal capacity to enter into this contract or, if you lack such capacity (for instance, if you are a minor), that you have obtained parental or guardian consent to do so, and your parent or guardian has reviewed and agreed to these Terms and Conditions; (b) certifying that you have read and understand and accept these Terms and Conditions; and, (c) agreeing that these Terms and Conditions constitute a binding contract governing your rights as a participant and the relationship between you and EdConnect. You may not order or obtain any Services from this website or EdConnect if you do not agree or certify the above.
- 1.2 Disclaimer. EdConnect makes no verbal or written representation, warranty or agreements with respect to any EdConnect Program or participation or the

Services, and EdConnect's responsibilities and liabilities are expressly limited as provided in these Terms and Conditions.

- 1.3 Changes. We are constantly trying to improve EdConnect, so these Terms and Conditions may need to change. We reserve the right to change the Terms and Conditions at any time, to the extent permissible by laws, but if we do, we will bring it to your attention by placing a notice on edconnect.us, by sending you an email, and/or by some other means. Please review all updates, as once the Terms and Conditions have been updated your continued participation in an EdConnect Program and/or use of the Services will constitute acceptance of the updated terms. If you don't agree with the new Terms and Conditions, you are free to reject them; unfortunately, except as otherwise provided herein, that means you may no longer be able to use certain (or potentially all) of the Services.
- 1.4 Privacy Policy. By joining an EdConnect Program or using the Services in any manner you are agreeing to our Privacy Policy. The protection of your data is important to us. Please review our Privacy Policy for more information about how we collect, use, and store data.

2. The Services

- 2.1 General. EdConnect provides travel programs of varying lengths for clients. EdConnect may organize and negotiate trip, housing, and program arrangements that are provided by independent third-party providers ("Other Providers"). When provided by such Other Providers, EdConnect acts only as an arranger, and all services provided in connection with, before, during or after a trip, including but not limited to housing and transportation, are provided, owned and operated by Other Providers, whose employees, facilities, vehicles or vessels, products and services are not subject to EdConnect's supervision or control. The Other Providers are solely responsible and liable for providing their respective products, provisions and services, unless otherwise specified. EdConnect is not their agent and is not responsible for their actions or inaction. The responsibility of EdConnect in connection with your EdConnect Program is strictly limited. EdConnect makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of the products and services provided by EdConnect or any Other Provider and any transportation, tours, services, products or facilities provided by Other Providers.
- 2.2 Your Account. You may be required to sign up for an account, and select a password and username ("EdConnect User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself or any of the authorized Participant(s) of the EdConnect Program as expressly permitted by EdConnect. You may not select as your EdConnect User ID a name that you

don't have the right to use, or another person's name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You will not share your account or password with anyone, and you must protect the security of your account and your password. You are responsible for any activity associated with your account.

- 2.3 Communications. You may receive communications from EdConnect, including messages that EdConnect sends you (for example, via email, phone call, SMS, and/or text message). BY SIGNING UP FOR THE EdConnect PROGRAM OR USING THE SERVICES, YOU AGREE TO RECEIVE COMMUNICATIONS FROM EdConnect, AND YOU REPRESENT AND WARRANT THAT EACH PERSON FOR WHOM YOU PROVIDE A WIRELESS PHONE NUMBER AND/OR EMAIL ADDRESS HAS CONSENTED TO RECEIVE COMMUNICATIONS FROM EdConnect. By providing us with your wireless phone number, you confirm that you want EdConnect to send you information we think may be of interest to you, which may include EdConnect using automated dialing technology to text or call you at the wireless number you provided. You agree to indemnify and hold EdConnect harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.
- 2.4 Disclaimer. EdConnect and its designated travel program team members are not liable for, and you assume any risk and waive any claim for: (A) any damage to, or loss of, property; or injury to, or death of, persons suffered during an EdConnect Program, whether or not occasioned directly or indirectly by an act or omission of EdConnect or any Other Provider, including but not limited to any latent or undisclosed defect in any aircraft, watercraft, vehicle, hotel, apartment, workspace or other service or property operated or provided by EdConnect or any Other Provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by EdConnect or the Other Providers, or any negligent or willful act or failure to act of EdConnect or any Other Provider or of any other third party, or any laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by Acts of God, strikes, fire, flood, war, rebellion, conflict & unrest, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against EdConnect and/or its designated travel program team members for any such loss, damage, injury, or death and assume the risk of negligence by EdConnect, its employees and officers, its contractors and other EdConnect Program participants. Your participation of the EdConnect Program and/or use of the Services is at your own risk. All Services are provided on an "as is" and "as available" basis, without any warranties of any kind, either

express or implied. Neither EdConnect nor any person associated with EdConnect makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Services. Without limiting the foregoing, neither EdConnect nor anyone associated with EdConnect represents or warrants that the website, its content, or any Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, or any Services will meet your needs or expectations. To the fullest extent provided by law, we hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for particular purpose. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

- 2.5 Activity Release. To the extent you engage in any activities in connection with the EdConnect Program or any other Services, you acknowledge that you have voluntarily elected to participate in such activities. You further acknowledge and agree that the activities are voluntary recreational activities and that no officer, supervisor or other employee of EdConnect is requiring you to engage in the activity. You are aware that there are risks and hazards associated with the activities and voluntarily assume all risk of loss, damage or injury to person or property which may arise from or is related to your engaging in the activities, whether such risk is known or unknown to you. You are agreeing to this release in lieu of executing additional waivers in connection with such activities, but agree that you may be required by EdConnect or third parties to execute additional written waivers. The benefits of such waivers shall apply equally to EdConnect and shall not limit the waivers or release herein. You hereby release EdConnect and all entities associated with EdConnect and agree not to sue or bring any proceeding against any of the same for any actions, claims or demands that you, your assignees, heirs, distributees, guardians and legal representatives now have or may hereafter have for injury or damages resulting from your engaging in the activities.
- 2.6 Limitation of Liability. To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall EdConnect be liable to you, your employer, your client(s) or potential client(s), your guests/visitors, or to any other person for (a) any indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage or delays, regardless of whether EdConnect has been advised of the possibility of such damages, or (b) any change in your employment status as a result of participating, or (c) any amount, in the aggregate, in excess of the amounts paid by you to EdConnect in connection with the EdConnect Program or the Services

in the twelve (12) month period preceding the applicable claim, or (d) any matter beyond our reasonable control. Some states do not allow the exclusion or limitation of certain damages, so the above limitation and exclusions may not apply to you or may only apply to you in part. In connection with your trip, EdConnect shall not be liable to you for damages for emotional distress, mental suffering or psychological injury of any kind, under any circumstances.

- 2.7 Assumption of Risk. EdConnect Programs travel to a large number of countries around the world. In joining EdConnect and participating in an EdConnect Program, you agree to assume responsibility for your own safety, and you acknowledge that we cannot guarantee your safety at any time. Local conditions, including but not limited to infrastructure, road conditions, medical care, plumbing, agriculture, sanitation, building codes, safety, and security, may differ significantly from those found in the United States or your home country, as applicable. At any given moment there may be “trouble spots” in the world in terms of war, terrorism, conflict, unrest, crime, Acts of God, civil commotions, labor trouble, pandemics, and/or other potential sources of harm. The United States Department of State and other governmental and tourist organizations provide information on foreign countries, including details of local conditions in specific cities and countries according to such agency's perception of risks to travelers. We strongly recommend you obtain and consider such information when making travel decisions. EdConnect assumes no responsibility for gathering such information or providing it to you. In addition, by joining a EdConnect program, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present and you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold EdConnect liable for any illness, injury, death, and/or medical expenses.
- 2.8 Itinerary Changes. EdConnect and the travel program team members reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary for the comfort, convenience, or safety of participants. Every reasonable effort will be made to operate EdConnect Programs as planned, but alterations may still occur after final itineraries are sent.

3. Eligibility

- 3.1 General. EdConnect reserves the right in its sole discretion to accept, decline to accept, or remove any Participant or guest on an EdConnect Program or any part thereof at any time. EdConnect reserves the right to expel any Participant from a trip or remove a Participant from a vessel, vehicle, event, activity, workspace, or accommodations for any reason, including, but not limited to, lack

of payment or if we deem it necessary for the comfort, convenience or safety of the other participants, including if their behavior is deemed to cause or be likely to cause danger to themselves or danger, distress or annoyance to other participants, if we reasonably determine their condition would adversely affect their health, safety or enjoyment, or that of other participants, or if we determine they have engaged in illegal actions. EdConnect reserves the right to alert the police and/or local authorities if behavior is deemed to cause or be likely to cause danger to themselves or other participants, if we reasonably determine their condition would adversely affect their health or safety or that of other participants. If we remove a Participant or a Participant's guest from a trip in progress or remove someone from a vessel, vehicle, event, activity, workspace, or accommodations, they will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of their participation and they will be responsible for that month's fee in its entirety and their travel costs as they leave the EdConnect Program. Other Providers reserve the right to refuse service to Participant(s) at their sole discretion, including, without limitation, if the Participant(s): (i) lack(s) proper documentation for the country of destination; (ii) has a contagious disease; (iii) is under the influence of alcohol, drugs, or narcotics; and/or (iv) manifests disruptive and/or unruly behavior. EdConnect assumes no liability for the acts of the Other Provider(s) in refusing services.

- 3.2 Employment. EdConnect does not facilitate any employment opportunity in the US or abroad. We do not assist with or recommend applying for any type of work visa. Any issues related to a client's employment before, during, or after an EdConnect Program, is solely their responsibility. In the event that a Participant loses their job during an EdConnect Program, they will be responsible to pay their monthly fees on time.
- 3.3 Background Check. EdConnect reserves the right to do background checks and to consider the results of said background checks in determining the eligibility of an applicant.
- 3.4 Documentation / Visas. Participants are responsible for obtaining any documents required for their participation in the EdConnect Program, such as a valid passport, all visas, vaccination certificates, and any other documents. Failure to obtain documents does not negate the Terms and Conditions, and any extra costs incurred for rerouting due to travel without the necessary documents will be the Participant's responsibility. EdConnect is not a legal advisor, or a professional advisor, and it does not provide guidance on visa processes.
- 3.5 Taxes and Other Charges. Participants are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments, in their home country and associated with their participation in the

EdConnct Program or use of the Services, provided that EdConnect may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit, and in which case the cost shall be reimbursed by the relevant Participant(s). EdConnect is not a tax advisor, or a professional advisor, and it does not provide tax guidance.

- 3.6 Illegal Activity. All Participants are expected to abide by the laws in each country visited. If at any point during the EdConnect Program you perform or engage in any illegal activity, EdConnect is not responsible for legal ramifications of that action, and you may be removed from the EdConnect Program at your own cost, and without refund to you. EdConnect has no responsibility or obligation to notify Participants of all applicable local laws.

4. Payments, Cancellations, and Refunds

- 4.1 General. The payment terms and cancellation and refund policies are as set forth in EdConnect's Payment Policies ("Payment Policies"). For clarity, the Payment Policies that are in effect upon your commitment to an EdConnect Program and shall apply for the duration thereof, notwithstanding updates hereto. However, should you finish a specific EdConnect Program and choose to enter another EdConnect Program, the most up to date Payment Policies will apply.
- 4.2 Billing. We use various third parties for billing, payment processing, and financing options (the "Third Party Processors"). The Third Party Processors use and store the financial information you provide, and the processing of payments and billing will be subject to the terms, conditions and privacy policies of the Third Party Processors in addition to these Terms and Conditions. We are not responsible for errors by the Third Party Processors. By choosing to participate in an EdConnect Program, you agree to pay us, through Third Party Processors, all charges at the prices then in effect for the relevant EdConnect Program in accordance with the applicable payment terms; and you authorize us, through the Third Party Processors, to charge your chosen payment provider ("Payment Method"). You agree to make payment(s) using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Third Party Processors make even if it has already requested or received payment.
- 4.3 Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, lender, credit card issuer or other provider of your chosen Payment Method. If we, through the Third Party Processors, do not receive payment from you, you agree to pay all amounts due [within one (1) day] upon demand.
- 4.4 Recurring Billing. You acknowledge that EdConnect Programs may have an initial and recurring payment feature and you accept responsibility for all recurring charges.

- 4.5 Current Information Required. You must provide current, complete and accurate billing information. You must promptly update all information to keep your billing information current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us or our payment processor if your payment method is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your username or password. Changes to such information can be sent to kelsey@edconnect.us. If you fail to provide any of the foregoing information, you agree that we may continue charging you your monthly fees unless you have terminated your paid services as set forth above and/or in EdConnect's payment policies.

5. Health & Medical

- 5.1 Health Requirements. By registering for an EdConnect Program and/or using the Services, you certify that you do not have any mental, physical, or other condition or disability that would create a hazard for yourself or other participants. Participants must be in good physical and mental health. EdConnect encourages Participants to consult a doctor for specific medical advice related to any activities or destinations. EdConnect reserves the right to request that a Participant obtain medical consent prior to departure as a condition of participation, and/or after a trip has begun as a condition of continued participation, should EdConnect deem it necessary to do so.
- 5.2 Medical Authorization and Coverage. During your EdConnect Program, the availability of medical care may be limited or delayed. You acknowledge that all or part of your EdConnect Program may be in areas where medical care and evacuation may not be available. In the event a Participant becomes sufficiently incapacitated as to be unable to direct their own care, there is no one on the trip who can direct the Participant's care, and EdConnect is unable or does not have time to contact a Participant's emergency contact, the Participant, by agreeing to these Terms and Conditions, authorizes any medical treatment deemed necessary in the event of any injury or illness while participating in the activity including, but not limited to, calling an ambulance, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of a licensed physician deemed competent to render the necessary care. In addition, by agreeing to these Terms and Conditions, Participant certifies that he or she has medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Participant, or that in the

absence of this medical insurance coverage, the Participant agrees to pay all costs of rescue and/or medical services as may be incurred on the Participant's behalf.

- 5.3 Emergency Contact. EdConnect reserves the right to contact your stated emergency contact for any reason related to your health or safety.

6. Photographs, Videos & Content

- 6.1 License Grant. EdConnect reserves the right to take photographs and video during your EdConnect Program. By traveling with us, you grant to us the absolute and irrevocable right and unrestricted permission to use and publish your image, or likeness, without compensation, for commercial, advertising, editorial, or any other purpose; and in any manner and medium, whether now known or hereafter devised; and to alter and composite the same without restriction and without your inspection or approval. You hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by EdConnect of your image or likeness.
- 6.2 Representations and Warranties. Photographs and video of your trip may be submitted to us by you or by third parties such as (but not limited to) other travelers, tour guides, crew, or staff members. By submitting such photographs or video, you represent and warrant that (a) that the photo is your original work created solely by yourself and does not infringe the intellectual property rights of any party; (b) that you have obtained any and all necessary releases and consents from subjects depicted in said original work; (c) that you grant to us a worldwide, royalty-free, perpetual, transferable, irrevocable, non-exclusive and fully sub-licensable right and license to use, in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all commercial or other uses thereof, including without limitation, reproducing, editing, modifying, adapting, publishing, displaying publicly, creating derivative works from, incorporating into other works or modifying the photo and (d) that you hereby release and discharge us from and against any and all claims, liabilities, costs, damages and expenses of any kind arising out of or relating to the use by EdConnect of any photo submitted.
- 6.3 Social Media & Digital Content. Additionally, by joining an EdConnect Program and/or using the Services, you grant EdConnect a royalty-free irrevocable license to re-post or use for any purpose, any image or video including the #edconnect or any written content (blog posts and articles) regarding EdConnect that you post on the internet and/or social media, or upload to an EdConnect online shared photo album. We will always provide attribution. If

you do not want to grant this specific right to EdConnect, please opt out by contacting: kelsey@edconnect.us.

Please Note: In plain English, paragraph 6.3 doesn't mean that EdConnect will "own" the content going forward. As the author of the content, you'll still own it and you can do with it what you want. What paragraph 6.3 creates (unless you opt out) is an irrevocable, royalty free, right for us to use the content. We LOVE the content our participants post during their EdConnect experiences and we reserve the rights mentioned above because it allows us to share your amazing photos, videos, and written content with a wider audience without going through the cumbersome process of asking for permission each and every time.

7. Legal

- Please read the following arbitration provision carefully because it requires you to arbitrate certain disputes and claims with EdConnect and limits the manner in which you can seek relief from us.

Please Note: We're not very litigious. You don't seem like you are either. Then again, we don't know each other that well yet. In case we're wrong about your level of litigiousness, these next few clauses govern your options should you want to make a claim against us. (Your safety and enjoyment are top priorities, so we hope it doesn't come to this.)

- **7.1 Time Limitation for Legal Action.** Any claim or legal action whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way arising out of or connected with the EdConnect Program or Services, or against EdConnect must be commenced within one (1) year from the date of injury, illness or death or the date the incident giving rise to the claim occurred or else shall be irrevocably waived, notwithstanding any provision or law of any state or country or international convention to the contrary.
- **7.2 Agreement to Arbitrate.** Except as otherwise provided in these Terms and Conditions, you agree that any claim or dispute whether based on contract, tort, statutory, constitutional or other legal rights, including without limitation bodily injury, illness to or death of a passenger, alleged violations of civil rights, discrimination, consumer or privacy laws, or other statutory, constitutional or legal rights, or for any losses, damages or expenses relating to or in any way

arising out of or connected with these Terms and Conditions, your EdConnect Program, the Services, or against EdConnect, , including without limitation the determination of the scope or applicability of these Terms and Conditions to arbitrate, and with the sole exception of claims brought and litigated in small claims court, shall be referred to and resolved exclusively by binding arbitration to be administered in the English language, by JAMS, Inc. (“JAMS”), pursuant to its Streamlined Arbitration Rules and Procedures as modified by these Terms and Conditions (the “Rules”), by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules (provided, that lack of experience with claims involving the cannabis industry shall not be a cause for disqualification). If the parties hereto cannot agree on an arbitrator, JAMS shall provide a list of six (6) candidates, and each party shall take turns striking candidates (beginning with the party who served the notice of arbitration) until there is a single arbitrator judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. The arbitrator’s decision will be final and binding. Other rights that you or we would have in court also may not be available in arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court.

- i. Arbitration Fees. The JAMS rules will govern payment of all arbitration fees. The initiating party of the claim will be responsible for all arbitration filing fees and arbitrator’s costs and expenses. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law.
- ii. Arbitration Process. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of these Terms and Conditions nor to grant any remedy which is either prohibited by these Terms and Conditions, or not available in a court of law. The arbitrator shall render a written opinion not later than thirty (30) days after conclusion of the arbitration proceedings setting forth a determination of award, if any, and the basis for awarding (or not awarding) the relief sought by the parties, including findings of fact and conclusions of law. In the event that JAMS refuses to arbitrate a dispute, the parties shall cooperate in good faith to find an alternative arbitrator reasonably acceptable to the parties in writing.

- iii. Exclusive Venue. The arbitration shall be held in Grand Rapids, Michigan, to the exclusion of any other forum, regardless of where the claim arose, and you consent to jurisdiction and waive any objections to arbitration proceeding in Grand Rapids, Michigan. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract and the arbitration agreement, including but not limited to any claim that all or any part of these Terms and Conditions are void or voidable. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in Grand Rapids, Michigan. In the event the arbitration provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, the provisions of section 7.4 below governing forum shall exclusively apply to any lawsuit involving claims described in this subsection.
 - v. Deposition. You and EdConnect further agree to permit the taking of a deposition under oath of the participant asserting the claim, or for whose benefit the claim is asserted, in any such arbitration.
- 7.3 Waiver of Jury Trial. Neither party will have the right to a jury trial or to engage in pre-arbitration discovery, except as provided in the applicable arbitration rules and herein, or otherwise to litigate the claim in any court. You and EdConnect are instead choosing to have claims and disputes resolved by arbitration. In any litigation between you and EdConnect over whether to vacate or enforce an arbitration award, YOU AND EdConnect WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.
- 7.4 Forum and Choice of Law. These Terms and Conditions between the parties is being delivered and is intended by the parties to be performed, at least in part, in the State of Michigan, and shall be governed by and construed exclusively in accordance with the internal laws of the State of Michigan, without giving effect to any principles of conflict of laws thereof that would require application of the law of any other jurisdiction. Participant consents that any action brought by EdConnect to enforce these Terms and Conditions shall be brought in a court of competent jurisdiction in the State of Michigan and Participant consents to that jurisdiction. Participant consents that service of process may be made by certified mail, with a copy sent regular mail, addressed to Participant at Participant's last known address furnished to EdConnect.
- 7.5 Class Action Waiver. These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action or arbitration on your own behalf instead of through any class or representative action. Even if the applicable law provides otherwise, you agree that any arbitration or lawsuit

against us whatsoever shall be brought by each Participant individually and not as a member of any class or as part of a class or representative action, and each Participant expressly agrees to waive any law entitling Participant to participate in a class action. If a claim is subject to arbitration under the arbitration clause above, the arbitrator shall have no authority to arbitrate claims on a class action basis. Each Participant agrees that this class action waiver shall not be severable under any circumstances from the arbitration clause set forth in the arbitration above, and if for any reason this class action waiver is unenforceable as to any particular claim, then such claim shall not be subject to arbitration.

- 7.6 Indemnification. If requested by EdConnect, you will defend, indemnify, and hold harmless EdConnect from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by EdConnect in connection with any claim by a third party arising out of or in any way related to: (1) your use of accommodations or workspace provided for you, or your actions during the EdConnect Program; (2) your violation or alleged violation of these Terms and Conditions or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and any Other Provider. You must not settle any such claim or matter without the prior written consent of EdConnect. EdConnect reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims. Both you and EdConnect acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of these Terms and Conditions, EdConnect's officers, directors, employees and independent contractors ("Personnel") are third party beneficiaries of these Terms and Conditions, and that upon your acceptance of these Terms and Conditions, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions against you as the third party beneficiary hereof.

8. Miscellaneous

- 8.1 Severability. If any part of these Terms and Conditions are invalid, void, or unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary and shall not affect any other terms or negate the validity of the rest of this agreement, which shall remain in full force and effect.
- 8.2 Confidential Information. Throughout the course of your participation in an EdConnect Program or while using the Services, you may be exposed to information, documents, trade secrets, processes, and procedures relevant to or provided by other EdConnect Program participants, EdConnect vendors, Other

Providers, that are confidential, proprietary to, and/or the intellectual property of EdConnect (collectively, the “Confidential Information”). You hereby agree that you will not: (i) collect and/or copy Confidential Information for any use outside of the enjoyment of your EdConnect Program or your use of the Services; (ii) abuse, disseminate, or publish Confidential Information; or, (iii) use Confidential Information to harm or compete with EdConnect.

- 8.3 Force Majeure. Sometimes things come up that are outside of our control. You acknowledge and agree that we are excused from any delay and will not be liable for any failure to perform any of our obligations stated in these Terms and Conditions if the failure is caused by something that is reasonably beyond our control, including but not limited to, war, earthquakes, fire, flood, explosions, terrorist attacks, government action, or extreme weather.
- 8.4 Waiver. If we do not enforce any part of these Terms and Conditions, it shall not be deemed a waiver of any further rights hereunder, and does not mean we give up the right to later enforce that part or any other part. In order for any waiver of compliance with these Terms and Conditions to be binding, we must provide you with written notice of such waiver.
- 8.5 Travel Insurance. You must have adequate travel insurance in order to participate in an EdConnect Program. EdConnect may provide information about insurance options and references to trusted insurance partners during onboarding, however, you alone are responsible for securing said insurance and EdConnect may or may not require you to present proof of said insurance.
- 8.6 Weapons. No weapons are allowed on EdConnect Programs, including at any accommodations, workspaces, or any site for experiences provided or recommended by EdConnect.
- 8.7 Minors. If Participant is a minor, the person accepting these Terms and Conditions certifies that, in consideration of the minor child's being permitted to participate in a EdConnect Program, that (a) you are the Participant's parent or guardian, (b) no court has issued any order, judgment, or decree granting custody of Participant to anyone else or otherwise affecting your rights as a parent or legal guardian, (c) Participant has not been emancipated, (d) you have the legal right, power, and authority to consent to this Agreement on behalf of the Participant and yourself and to grant the rights granted hereunder, and (e) you are at least 18 years of age. You understand that you are responsible for and you accept the responsibility for the supervision throughout the duration of the EdConnect Program of any minor traveling in your care. You also agree to release, hold harmless, indemnify and defend the EdConnect and its Personnel from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to your minor child during the EdConnctet Program or in any

way related to the EdConnect Program. This includes any claim of the minor and any claim arising from the negligence of EdConnect and/or its Personnel.

Note: You made it to the end! If we could drop celebratory balloons on you through the internet, we would. If you cheated and scrolled straight down here and you didn't read the content, shame on you! Go back and read it.