

Students and Adults

General terms and conditions

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1. How to Book

Bookings are done by phone, online on ef.edu, or in the EF planner, which can be accessed from price quotes sent by EF. EF accepts the enrollment by sending a confirmation and initial invoice. The booking is final when EF has received the Enrollment Fee and the Program deposit.

2. What is included in the Course Fee - Travel your way (Individual)

- Chosen Language course
- Accommodation in homestay with a half board meal plan available from the Sunday immediately preceding the Monday start date until the Saturday after the course ends
- Online pre- and post-courses for English language courses only
- Weekly activities program

The Course Fee comprises two elements: The Tuition Fee (40%) for lessons and the Student Services Fee (60%) including homestay accommodation.

3. What is included in the Course Fee - All-inclusive Travel (Group)

- Chosen Language course
- Shared room in a homestay with full board, or in select residences with half board (breakfast & dinner Mon-Fri and all meals on weekends) unless otherwise specified
- Return flight ticket from selected departure points and transfers in the destination country if opting into group flight
- EF group leaders, available 24 hours per day during the whole program including the travel to and from the destination
- Teaching materials
- Activities and excursions (see destination pages)
- Online pre- and post-course for up to three (for general/summer courses) or six months (for intensive/exam courses) for all English language courses

4. What is not included in the Course Fee

- Enrollment Fee of \$295
- EF Course Materials
- Travel and Medical Insurance

5. Organizer

All travel and language programs are organized and sold by EF Education First Ltd, Selnaustrasse 30, 8001 Zürich, Switzerland (referred to as "EF"). EF is entitled to transfer

or assign these Terms and Conditions and all rights and obligations hereunder to an affiliate.

6. Promotion in the United States

EF Language Schools Inc. promotes in the United States the travel and language Programs organized and sold by EF.

7. How to pay

EF accepts the following payment methods:

- 1. By bank transfer
- 2. By credit card. Credit card payments processed online may be subject to international transaction fees

8. Payment Plan

Enrollment fee and Cancellation Protection, due on booking date

Program Deposit: 20% of the Course Fee, due 14 days after the booking date

2nd Payment: 20% of the Course fee, due 45 days after the booking date

3rd Payment: The remaining balance, due 60 days prior to the program start date

EF may offer a personalized payment plan upon agreement, in which case that payment plan shall apply instead of the above.

A fee of \$100 will apply to late payments. Any promotional offers or discounts confirmed at the time of booking are subject to payments being made on time, not reducing the length of the booking or changing the course start date past September 30, 2024.

9. Travel Insurance Coverage

All students must have adequate travel insurance coverage from the time of departure until the return to their home country. The policy must cover medical expenses in case of Illness and Accident as well as emergency home evacuation and third-party liability coverage. Students must fill out EF's proof of insurance document and provide EF with a copy of their insurance policy in English, no later than 15 days before the due date of the final invoice. In the event a student extends their program, new proof of insurance will be sent to EF International Language Campuses office within 24 hours of extension.

10. Health formalities

Legal guardians of students under the age of 18 will be required to sign a medical liability waiver. The student may be under obligation to provide proof of vaccination and needs to be of good mental and physical health for the duration of the program. EF reserves the right to terminate and/or repatriate the student at the student's expense if necessary for mental or physical health reasons. The section "Withdrawal fees after course start" applies to such terminations. The courses are suitable for students with reduced mobility as long as the students are autonomous to move around and participate in possible activities according to the destinations and depending on availability.

11. Cancellation Protection

EF Cancellation Protection is available upon enrollment and charged as a one-time, non-refundable fee of \$95. This covers cancellation fees before original departure date due to illness that prevents the student from travelling. A doctor's documentation is needed within 10 days of the claim.

12. Public Holidays

On local public holidays EF Schools will be closed. Booked accommodation is available for students during the holidays.

13. Class Schedules and Attendance

Classes are offered at all EF Schools in a block schedule of 5 days on Monday to Saturdays (or Tuesday to Sundays) from 8:00 to 20:00. EF language lessons last at least 40 minutes and are often held in blocks of 2 x 40 minutes. To receive the course certificate and maintain visa status, EF students must have an attendance of at least 80%.

14. Course levels

When an EF School has a course level of five students or fewer, EF reserves the right to combine students of different levels in the same classes.

15. EF Course Materials

EF Course Materials are needed to follow EF course syllabi. EF Course Material prices are as follows:

EF Languages Abroad:

Weeks 1-9: \$85 Weeks 10-18: \$155 *each additional six-week interval: \$50

For specific SPIN lessons there may be additional course material cost.

16. EF Campus Credits

Unused EF Campus Credits exceeding \$20 USD can be refunded after course end. An administrative fee of 20 USD will be charged. Students booking a new course within 12 months can transfer the full value of unused credits

17. Special Interest Lessons (SPIN lessons) and lectures

SPIN classes and lectures are taught in class or online and the selection varies between campuses.

18. EF's Learning Guarantee

Cover of student's costs under the Learning Guarantee only applies to the Tuition Fee.

19. Internship or Volunteer Experience Program

The EF Internship or Volunteer Experience Program is available at an additional fee. Included in this fee is a preparation program and up to 100 hours of part-time unpaid work or volunteer experience. Internship and volunteer experience programs vary according to visa regulations and are therefore not guaranteed to all students.

20. Arrival Airport Transfers

The transfer service is offered between 7:00 and 21:00 hours local time on the day before the course start date. If students arrive at any other time, EF can arrange a special transfer at an additional fee. If several students are picked up at the same time, there may be a waiting periods before the transfer.

21. Changes before and after course start date by the student - Travel your way

Changes of the program 60 days or more before departure will result in a rebooking fee of \$100 and \$250 if less than 60 days before departure. In the event of a change of course (start date postponed, shortened length), the cancellation conditions will be applied to the original start date and length. Students making changes to their course after the start date will be charged a change fee of \$100. There is no refund for downgrades (e.g. change from Intensive course to General course or change to a less expensive destination).

22. Changes before and after course start date by the student - All-Inclusive Travel

Changes of the booked group program until 60 days prior to departure will result in a rebooking fee of \$100. Changes 60 days prior to departure or later will be considered a cancellation & a new booking.

23. Changes made by EF before course start

EF retains the right to make changes to destination, course type, start date or type of accommodation up to 20 days before the course start date. If EF needs to make major changes to the program, EF will inform the student of the proposed changes and the impact on the price, if applicable.

24. Cancellation fees before program start

Cancellations must be made in writing, addressed to the organizer, and submitted to the EF office or local EF representative. In all cases, the Enrollment Fee and Cancellation Protection fee are non-refundable. Right of withdrawal does not apply to the purchase of the program.

Cancellation conditions for flight tickets are listed in the section Flights below

Cancellations prior to 60 days before program start, EF charges the 20% of the Course Fee and accommodation supplements.

Cancellations between 31 and 60 days before program start, EF charges 40% of the Course Fee and accommodation supplements.

Cancellations between 8 and 30 days before program start, EF charges 60% of the Course Fee and accommodation supplements.

For cancellations 7 days or less before program start, EF charges the full Course Fee and accommodation supplements.

25. Withdrawal fees after course start

To withdraw from the EF program, students must inform the EF School and sign the course change notification form. The date of withdrawal is defined as the Saturday of the week of the last day of class attendance.

Students who must withdraw or are dismissed from the course for conduct that, in EF's sole discretion, violates EF's written disciplinary and/or attendance policies or local, state or federal laws shall not be entitled to any refund.

Charges other than Course Fee such as Course Materials, bus passes, flight tickets, airport transfers, etc. are non-refundable.

26. For all destinations

Withdrawals must be confirmed with a 4-week notice period for courses shorter than 12 weeks, and an 8-week notice period for courses of 12 weeks or longer. The Course Fee and accommodation supplements for the time after the notice period will be fully refunded. For courses 21 weeks or longer, withdrawals after the halfway point are non-refundable.

27. Student Conduct

All students will have to adhere to the school's local code of conduct. Students engaging in illegal activity or behavior that deliberately disrupts the learning environment or damages property of EF, accommodation providers or fellow students will be expelled or suspended from the program and the student shall compensate EF and hold EF harmless from any claims from third parties in relation to such damages. The Course Fee and other charges will not be refunded, unless otherwise prescribed by local accreditation rules.

28. Passport and visa

The student is responsible for any entry formalities for the destination country, such as passport and visa. Before departure, the student must consult the official website of the government of the destination. It is recommended to begin the visa process four months before the course start. If a student fails to meet the attendance requirements tied to their visa, EF may report the student to relevant authorities in the destination country.

29. Destination specific policies

Students booking courses in Singapore will receive specific local terms and conditions that complement this document.

30. Assistance

EF undertakes to provide appropriate assistance to a student in difficulty. In the event that the difficulties encountered by the student has been caused intentionally or through negligence, EF reserve the right to charge the student a fee for such assistance.

31. Validity of Brochure Prices

The prices published are based upon currency exchange rates in effect at the time of writing July 12, 2023. They are therefore subject to change up to 20 days before departure, in case the exchange rate between the USD and the currency of the destination country changes significantly. Currency rates are typically assessed on a monthly basis and applied to all course start dates for each given calendar month before the final payment is due. EF also reserves the right to amend the price in case of increases in government taxes or in case of cost inflation in the destination country.

32. Personal Data

EF is committed to protecting the privacy of our customers and a full description of EF's processing activities and your rights can be found here: www.ef.edu/legal/privacy-policy

33. Photography and film material

The student or its parent/guardian accepts that EF can freely and for the purpose of promoting EF's products and services use photography, film and sound material that has been created during the course that contains the student, that the student creates as part of the course and uploads to EF's website(s) or apps, or that the student uploads to social networks, such as Instagram and Twitter, under the hashtag #EFMoment, #EF4ever or other hashtag invented or promoted by EF. The student will be asked for consent prior to each collection of such material.

The student accepts and agrees that course material created by the student, such as essays, may be used for research purposes in anonymized form.

34. Liability and Force Majeure

EF will not be liable or responsible for any loss, damage, inconvenience, delay in performance, or failure to perform in connection with the provision of any goods or services due to causes beyond EF's reasonable control, including but not limited to: fire; natural disaster; acts of government; failure of suppliers or subcontractors; labor disputes or civil unrest; criminal, terrorist or threatened terrorist activities of any kind; pandemics or public health emergencies; any negligent or willful act or failure to act by any third party; or any other cause beyond the direct control of EF. These conditions do not affect your rights as defined by the consumer protection laws in your home country.

EF is required to apply all health and/or pandemic measures taken by the authorities, in particular medical repatriation, quarantine, management of infected students and those in close contact with infected students. EF may therefore adapt the conditions of the stay and immediately take precautionary measures.

To the extent permitted by law, the liability of EF, its affiliates, their directors, officers, employees, agents and partners with respect to losses arising from negligence, breach of contract or otherwise will be limited in all circumstances to the full amount paid to EF for the particular course. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.

35. Misspellings and typos

EF reserves the right to correct typographical errors and is not bound by obvious inaccuracies.

36. Disputes and Governing Law

Any complaints should first be addressed to staff at the destination so the issue can be solved. Students who perceive that the course or other services purchased from EF are still not being performed according to the agreement after a reasonable period of time to remedy the issue should inform EF without delay, in writing. This agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions. Any dispute or claim arising out of or in connection with this agreement must be resolved by a court located in Commonwealth of Massachusetts.

37. Flights

For Flights booked by EF on a student's request (including discounted and free flights), the student agrees to be bound by the airline's policies and terms and conditions. EF is not responsible for airline schedule changes, cancellations, or delays. Any airline fees for rebooking, rerouting or cancellation are the responsibility of the student. EF reserves the right to charge for increases in airline charges and taxes.

For students qualifying for the free flight offer, EF contributes a maximum of \$1,000 to the cost of the student's flight to and from their course destination for Intensive and Exam courses of 12 weeks or longer. The flight booking must be made through EF. This offer cannot be used in conjunction with any other EF offer. The student will be charged the full cost of EF's flight

contribution if they change their course to a General or Basic course, or if the course is terminated and is therefore less than 12 weeks long. The offer is scheduled to expire December 31, 2023 and subject to cancellation without further notice.

38. Sanctioned individuals or territories

The Student is obliged to submit their official registered domiciled address when booking the course. The Student represents and warrants that neither the Student nor any of the immediate family members of the Student is a designated, blocked, or otherwise identified under any sanctions laws or is engaging in transactions that are prohibited by sanctions laws. If performance under these Terms and Conditions (in whole or part) would, in EF's sole discretion, constitute a breach of a sanctions law applicable to EF, EF shall have the right (i) not to fulfill its obligations under the Agreement and shall not be liable to pay any claim hereunder to the extent that such payment would expose EF to any sanction, prohibition, penalty or restriction under any applicable sanctions law, and (ii) to terminate this agreement with immediate effect without liability for any direct or indirect damages to Student.

39. Participant Release of Liability and Waiver Agreement

Participant release of liability and waiver agreement terms are continued on pages 5-7 of this document.

Participant Release of Liability and Waiver Agreement

EF International Language Campuses offer immersive language education programs at international campuses worldwide. All programs are operated outside of the United States by EF Education First, Ltd., located in Zurich, Switzerland. EF Language Schools, Inc., an affiliate of EF Education First, Ltd., is headquartered in Massachusetts, acts only as a marketing services provider for that company, and is referred in this Agreement together with EF Education First, Ltd. as "EF International Language Campuses" or "EF".

DISCLOSURE OF RISKS & RELEASE OF LIABILITY

- 1. EF Language Schools, Inc., EF Education First, Ltd., and their affiliated companies, related foundations and charitable organizations, partners and any companies acting on their behalf, along with its and their officers, directors, employees, independent contractors, agents, and authorized representatives (collectively referred as the "EF Entities") do not, with the exception of the designated EF Language Campuses themselves, own or operate the entities that provide goods or services for the program for which I have enrolled ("Program"), including, for example, arrangements for, ownership of, or control over houses, homestays, apartments, hotels, dormitories or other lodging facilities not within an EF International Language Campus; field directors; airline, vessel, bus or other transportation companies; local ground operators; visa or passport processing services; insurers; providers or organizers of additional excursions; or food service or entertainment providers. I acknowledge that, except where specifically noted herein, all such persons and entities are independent contractors and not employees of or employed by the EF
- 2. Without limitation, the EF Entities 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 by or resulting from, but not limited to, acts of God; force majeure; acts of government; acts of war (declared or undeclared) or civil unrest; insurrection or revolt; strikes or other labor activities; public health issues or emergencies; epidemics, pandemics, plagues, outbreaks of infectious disease, or other mass-illness; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses. homestays, apartments, dormitories 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; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; financial failure or other defaults by suppliers; dangers associated with water-based activities; participation in athletics events, or any negligent or willful act or failure to act of any third party, or for any other cause beyond the direct control of the EF Entities.
- 3. I agree to release and hold harmless EF Education First, Ltd.; EF Language Schools, Inc.; and all other EF Entities, including its and their parents, subsidiaries, affiliates, related foundations and charitable organizations, directors, shareholders, officers, employees, insurers, volunteers, sponsors, contractors, agents, and authorized representatives (collectively, the "Released Parties") from, and covenant not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation in the Program, including but not limited to, claims for negligence; breach of contract; breach of express or implied warranties; negligent or wrongful death; or any statutorily based claim, unless and only to the extent that such claim arises solely from the intentionally wrongful or grossly negligent act of an employee of the EF Entities (the "Released Claims").
- 4. 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 the Released Claims.
- 5. I further agree that this Release of Liability applies to and binds myself along with my family, personal representatives, executors, heirs, assigns, and successors. If I am enrolling and agreeing to this agreement on behalf of my minor child, I represent and agree that this Release of Liability applies to and binds my minor child.
- 6. I understand that travel and living conditions in other nations is different from that within the United States. Programs outside the United States can involve inconvenience and risk, including, but not limited to, forces of nature; geographic and climatic conditions; different hygienic standards; infrastructure problems (including road maintenance, transportation delays and accommodation condition); civil unrest; vandalism; crime; political instability; and terrorism. In rare instances, medical services or facilities may not be readily available or available at all during part of a Program and, if available, may not

- be equal to standards in my home country. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to the destinations applicable to my Program by visiting the U.S. Centers for Disease Control and Prevention's Traveler's Health website at cdc.gov/travel and the State Department's International Travel website at travel.state.gov/. I also agree to discuss any such risks with my physician and to obtain any needed immunizations or vaccinations related to all locations of my Program. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience and/or loss resulting from negligence or any other acts of all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of traveling to and participating in the Program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
- 7. I further agree to release the Released Parties from any and all decisions to cancel, modify, interrupt, or delay the Program as a result of unforeseeable events that are beyond the reasonable control of EF, that make the Program impossible or impracticable to conduct, or which become necessary or advisable for my safety or for the quality of the Program experience.
- 8. I understand and acknowledge that real or perceived epidemics, pandemics, or other infectious diseases or mass illness (including but not limited to COVID-19, H1N1, Ebola, SARS, bird flu, Zika, and monkeypox) can delay, disrupt, interrupt, postpone, or cancel all or part of my Program. I agree to assume all risk of and hold EF harmless from any direct or indirect loss or expense associated with such occurrences.
- 9. The EF Entities shall have no liability or responsibility for me whatsoever when I am absent from activities directly arranged by EF, which includes all unstructured time, visits to friends or relatives, independent travel, any time I am away from an EF International Language School Campus or host family, any time where I am at any self-arranged accommodations, any optional periods or activities, and/or any travel prior to or after the Program.
- 10. I acknowledge and agree that students who enroll on an "unsupervised" Program (i.e., the Program booking details does not expressly state that it is a "supervised student program") will travel independently from their home country to the Program destination and independently to and from their accommodations and school. I understand that for students under the age of 18 EF recommends

that I arrange (where available) for airlines to provide unaccompanied minor services and the purchase of EF-arranged airport transfers. Students will also travel unsupervised to and from social events, which may mean traveling on public transportation or securing their own means of transportation late at night. I acknowledge that EF does not provide students direct supervision when they are not in class, and I represent that students enrolling in the Program have the requisite maturity, independence, and experience to handle unsupervised time in a different country and culture.

11. For students who enroll on a "supervised" program (i.e., the Program booking details expressly states that it is a "supervised student program"), I understand and agree that I am making the decision to send my student with my chosen group leader. EF has no role in the selection or vetting of my chosen group leader and is not responsible for that choice or any actions (or failures to act) of the group leader. I also understand that attendance of all classes, activities and meals is mandatory for each student in a supervised program.

12. For Programs that include airfare arranged by EF, the air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.

PARTICIPANT HEALTH AND SAFETY

13. I represent that I do not have any physical or mental health condition(s) that will create a danger or hazard for myself, other participants, or any other person or organization related to the Program. I have informed EF prior to my enrollment of any disability that may require a reasonable accommodation to participate in the Program and authorize EF to disclose any such information to staff and applicable suppliers (including hosting families) as needed to provide the goods and services of the Program. I acknowledge and agree that access, accommodations, and protection that may be available during the Program will be governed by the local laws applicable to that location and not those of the United States.

14. I understand that I am required to notify EF of any severe food allergy. I understand that if I have food allergies, whether moderate or severe, I am responsible for monitoring and managing them and for informing all food suppliers. EF will do their best to ensure that suppliers are informed of known serious food allergies, but that EF cannot guarantee that all requests will be accommodated.

15. I understand and acknowledge that EF reserves the right in their sole discretion to reject my application/ enrollment or to dismiss me from the Program if, after acceptance/ enrollment on the Program, EF learns of any undisclosed condition (personal, medical, academic, or psychological) that in the sole opinion of EF may endanger myself or others, or puts me at risk while traveling to or partic-

ipating in the Program, or creates burdens or costs not required in order to support other participants in the Program.

16. I understand and acknowledge that I am solely responsible for my pre-Program, Program, and post- Program medical care in all respects, including but not limited to obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment. I agree that I am solely responsible for paying for the costs and expenses of any such medical care, which may entail paying for such cost and expenses out-of-pocket and/ or in advance and seeking insurance reimbursement after such medical care.

17. If I become ill or incapacitated while on the Program, EF, its employees, and any other representatives, contractors, or suppliers (including but not limited to host families) may take any action they deem necessary for my safety and wellbeing, including securing and consenting to medical examinations and treatment and transporting me home at my own expense. EF retains the right, in its sole discretion, to contact my designated Emergency Contact or any parent/ guardian or relative with regard to any matter whatsoever (including but not limited to: health issues, safety issues, legal issues, account balances) that relates to my Program. I also understand and agree that EF may share information as necessary to provide me with the Program or to secure any medical treatment or care during the Program. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered, and I authorize EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered, and EF will not be responsible for monitoring any health care that I may need.

PARTICIPANT BEHAVIOR AND RESPONSIBILITIES

18. I agree to review and fully comply with all policies related to the Program set by EF and any applicable host family, hosting institution, housing accommodation, or other supplier, which includes but is not limited to the Student Code of Conduct (available on EF Campus Connect). I understand that residence staff and/or host families may implement a curfew, and I agree to comply with that curfew at all times, even when accompanied by a family member.

19. I agree to abide by all rules, regulations and directives of EF and/or its staff, and of those of any representative, contractor, or supplier during my Program. These regulations include but are not limited to prohibitions on the possession and/or usage of illegal drugs, overindulgent alcohol consumption, disruptive actions to the others associated with the Program, damage to property, engaging in any criminal conduct, use or possession of any weapon or firearm, bullying, sexual harassment, or causing or threatening to cause physical harm to myself or another person. I understand and agree

that EF may dismiss me from the Program at any time and at my sole expense for the failure to follow such rules or directives or for any other reason that EF deems in its sole discretion threatens my or another person's health or safety, damages the Program or Program experience, or negatively affects the working relationship with any provider, supplier, institution, or government. I understand that in the event I am dismissed from the Program for any reason, I waive the right to a refund of any part of my Program cost from EF, and that EF may then send me home at my own expense and is not responsible for arranging my transport home.

20. I agree to abide by all local laws, regulations, and governmental advisories for all locations of my Program while abroad, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program cost from EF, and EF 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 I am visiting. Actions resulting in incarceration will result in immediate termination from the Program, and I agree to waive the right to a refund of any portion of my Program cost from EF. EF is not responsible for any legal fees or arrangements for legal counsel.

21. I acknowledge and agree that EF is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other personal property.

22. I acknowledge and agree that I am solely responsible for obtaining prior to Program departure a valid passport, applicable visas and any other travel documents, as well as verifying and satisfying entry or transit requirements necessary for each country of travel on my selected Program. This may include required medical documents, testing, or proof of vaccinations (including any requirement to provide proof of full and up to date COVID-19 vaccinations.) I acknowledge that U.S. persons are required to have a passport for all trips outside of the U.S. which must be valid for at least six months beyond the completion date of the Program and have a minimum of 2 blank pages available in the passport. Entry laws differ with respect to participants' citizenship. For minor students traveling independently to the United Kingdom, I understand that I will need to secure and carry a UK entry form that includes consent from my parent or guardian. Non-U.S. citizens will need to contact the embassy or consulate of their destination and transit countries to ensure they meet specific entry requirements, regardless of which party makes the travel arrangements. I understand that EF recommends that I apply for any necessary visas with a visa processing service.

23. For Programs that include EFarranged flights, Participants must provide their complete first, middle, and last name and dates of birth as they appear (or will appear) on their passports. Any corrections to passport names made after 60 days prior to departure may incur a change fee from the supplier, as well

as a service fee from EF, which will be passed on to the participant. I acknowledge and agree that I am responsible for the change fee. If I have not yet applied for a passport, I will provide my full name and date of birth as they appear on my birth certificate.

- 24. I acknowledge and agree that I am solely responsible for any phone calls or incidental personal expenses that I incur during the Program, as well as for any damage I cause to any institution, housing accommodation or other property.
- 25. I acknowledge and understand that EF is committed to proving an inclusive Program experience, and all Program participants play a role in this. On my Program, I understand that I will meet people who represent a variety of backgrounds and beliefs. Any behavior negatively impacting the group dynamics and ability of all students to fully participate may result in my dismissal from the program and sent home at my sole expense and without any refund of the Program fee.

PROGRAM ITINERARY CHANGES OR MODIFICATIONS

26. EF may, in its sole discretion, approve or disapprove of any participant's change in housing arrangements or accommodations. including but not limited to opting out of EF-arranged housing or accommodations. If EF agrees to allow me to choose and/ or arrange my own housing arrangements or accommodations, I agree that EF is not responsible for, and that I agree to release and hold EF harmless from, any loss, claims, costs, liabilities, disruptions, or other issues that result. 27. Any EF-arranged housing or accommodations will be available only to actively engaged participants in the Program. If I withdraw from or am removed from the Program for any reason, I acknowledge and agree that my housing arrangements or accommodations immediately ceases, and I will not be entitled to any refund from EF. I understand that I will be solely responsible for the costs and expenses of any alternate housing arrangements or accommodations.

PARTICIPANT PRIVACY RIGHTS AND DATA PROTECTION

- 28. I have read and agreed to the Terms of Use and Privacy Policy outlined at https://www.ef.edu/legal/privacypolicy/, and I consent to the processing by EF of any personal data that I provide to EF with respect to the Program.
- 29. I understand that EF will process any of my personal data received by me in compliance with applicable data protection legislation for the purposes of completing my enrollment, customer service, and providing me with the products and services related to my Program. This may entail sharing my personal data with corporate affiliates, claims handlers, Program-related academic and other institutions, host families, third-party service providers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/ Switzerland. I acknowledge that EF has put appropriate safeguards in place for such

transfers of my personal data, including the standard data protection clauses adopted by the European Commission where applicable.

- 30. I understand that EF will only keep my personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stinulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. EF will keep my personal data for marketing purposes until I withdraw my consent. If I have questions about the processing or use of my personal data, would like to have a copy of the information EF holds about me, or would like to have inaccurate personal data corrected or erased, I can contact customer service at 1-800-992-1892.
- 31. I consent to EF or its representatives, affiliates, agents, contractors, or consultants using any photographic, film, digital, or video likeness taken of me; any of my comments while on an EF program; any of my photographic, film, digital, or video content shared by me with EF in any format; and use my contact information for future publicity or marketing without compensation to me.

ENTIRE AGREEMENT; FORUM SELECTION & GOVERNING LAW

- 32. This Participant Release and Waiver, along with the enrollment Terms and Conditions, constitute the entire agreement as between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein, including but not limited to any oral statements made to me by any agents or employees of EF and any marketing materials. This Agreement may be amended or modified only in a writing signed by an EF employee. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this Agreement, and this Agreement shall be interpreted as if such clause or provision were not contained herein.
- 33. This Agreement and performance hereunder shall be governed in all respects, by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with EF, or any claim which arises between the Parties, whether or not related to this Agreement or the literature for the trip or the trip itself, it shall be resolved exclusively in courts of the Commonwealth of Massachusetts and/ or the United States District Court for the District of Massachusetts.

AGREEMENT AMENDMENTS AND CONTACT INFORMATION

34. By enrolling in an EF Program, I acknowledge that EF may change the Participant Release and Waiver terms from time to time and those changes become effectively immediately. My continued use of EF's services following written notice of such changes constitutes acceptance and agreement to be bound by such changes.

35. The operator for my Program is EF Education First, Ltd., Selnaustrasse 30, CH-8001, Zurich, Switzerland. EF Language Schools, Inc., acts only as a marketing services provider for that company and is located at Two Education Circle, Cambridge MA, 02141 (t: +1-800-992-1892; e-mail: customer. service.usb@ ef.com). EF Language Schools, Inc. is not an agent of EF Education First, Ltd. and does not provide any goods or services for the Program. The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

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