

Please read this document carefully as these Conditions are provided for your protection, as well as your Coordinators and ours. These Conditions outline the basis on which a Program will be arranged for you and the mutual obligations of you, your Coordinator and Maasai Land Explorer.

By transacting with us via the website [www.maasailandexplorer.com](http://www.maasailandexplorer.com), you agree to be bound by these terms. If you are uncertain as to your rights and obligations under this agreement, you are encouraged to obtain your own legal advice.

## Start With us?

Name

Email

Message

## Interpretation

In this document, the following words shall have the following meanings:

- 1.1. 'You' and 'your' means the applicant who applies for a Program through us.
- 1.2. 'We', 'us', 'our' and 'MLE' means Maasai Land Explorer, located at Sombetini Area, Arusha, Tanzania.
- 1.3. 'Program' means 1) the voluntary work or internship project at the Organization where you will be volunteering overseas and in which you are placed or 2) the study abroad program to which you have applied.
- 1.4. 'Organization' means the specific Organization or establishment or university where you do your volunteer work or internship or study program and includes the directors, managers, employees, representatives, faculty and all other people within their control at the Organization.
- 1.5. 'Coordinator(s)' means the person(s), including the Program\_Director or agency who, in the host country, organizes and oversees Programs.
- 1.6. 'Program Fee' means the fee paid by you to us for providing service.
- 1.7. 'Emergency Contact(s)' means the person(s) whose details you have provided to us to contact in case of medical emergency.
- 1.8. 'Conditions' means these terms and conditions.

## Scope

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This agreement applies to all applications made by you with us for a Program.

1.

## The Services We Provide

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3.1. Depending on the type of Program you select, the services (the “Services”) that we provide to you are: 1) for volunteer and internship Programs, an introduction and advisory service where, prior to your arrival, we use our reasonable efforts to match your requirements for a project with an Organization or 2) for study Programs, liaising with your home university advisors regarding transfer of credit, pre-registration for classes at the host institution, and providing academic and non-academic advice.

3.2. For internship and volunteer Programs, please bear in mind that we do not have any control over which placements are actually available, what the requirements of you at the Organizations may be, and whether they will wish to accept you as a volunteer. Given the lead times involved from the time you apply to the time you arrive at your host Organization, projects and staff may change. While rare, an organization may withdraw an offer at last minute, meaning that we’ll find another opportunity for you. We accept no responsibility for the accuracy of information provided to us by host Organizations and forwarded by us to you or for changes regarding projects, responsibilities or Organizations.

3.3. The Program Fee specifically covers the Services set out in 3.1. You shall be solely responsible and liable for paying any and all other costs and expenses related to your participation in a Program. Our Services and responsibilities are limited to those set out in 3.1.

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**Application Process / Payments: Internship and Volunteer Programs [APPLIES TO INTERNSHIP AND VOLUNTEER PROGRAM APPLICANTS ONLY]**

2.

4.1. In order to process your application for an Internship or Volunteer Program, you will be required to submit your application form, your resume, two reference letters, and to make a deposit of \$350USD (a portion of your Program Fee). You and your doctor may also be asked to provide additional information on your health. We may also carry out a background check. If in our opinion, or that of your Coordinator, the reference, health information or criminal check or any other information provided

renders you unsuitable for our Program, we or your Coordinator are entitled to refuse to precede further with your application.

4.2. Each year, the Program Fee is valid until DECEMBER 30. Therefore, if you have enquired about Programs any time prior to DECEMBER 30, to lock in the current Program Fee, you must pay the deposit on or prior to DECEMBER 30. If you pay the deposit after September 30, check the website for the current Program Fee. You will be invoiced for the current Program Fee as of the date that you pay your deposit.

4.3. Upon confirmation, we will send you a welcome information pack, which will include confirmation of your placement and important local information.

4.4. You must pay the balance of the Program Fee within 7 (seven) days of the time that you approve your internship or volunteer program. If your arrival is within one month of your invoice date, then payment is due upon receipt. For payments via PayPal or credit card, add 4% to cover credit card processing fees. To avoid credit card processing fees, we recommend payment via PayToStudy or TransferWise or Money gram and will send payment instructions together with your invoice.

4.5. Payment for accommodation booked through us is due in advance, at the time that you reserve the accommodation. Accommodation is not confirmed until full payment has been received.

4.6. If you wish to make any changes to your placement once it has been confirmed, we will use our reasonable efforts to make the changes, provided we receive your request in writing and there is sufficient time to do so.

4.7. We reserve the right to postpone the start date of your Program or cancel your participation, if you do not complete all of your required forms or if you fail to pay your full Program Fee by the deadline as set out on your invoice. The final deadline for receipt of all required forms is 30 (thirty) days before the start date of your Internship or Volunteer Program.

1.

Cancellation Policy: Internship and Volunteer  
Programs [APPLIES TO INTERNSHIP AND VOLUNTEER PROGRAM  
APPLICANTS ONLY]

2.

5.1. Cancellation only takes effect when we receive written notice from you. In case you need to cancel your trip, we recommend purchasing “cancel for any reason” insurance. Please note that trip cancellation insurance often needs to be purchased within 21 days of paying the Program Fee deposit.

5.2. Provided that you do not receive an offer in your first or second choice field, your program fee deposit is 100% refundable. Your first or second choice field is defined as the first and second choice Internship or Volunteer areas listed on your application

form or otherwise subsequently revised in writing by mutual agreement. Should you withdraw your application or otherwise not reply to communication from us, your deposit is not refundable for any reason. Note: it is your responsibility to ensure that you receive emails from us; please check all email addresses supplied by you to us regularly (including junk mail folders) during the application process. Further note: if you apply within 45 days of your initial arrival date or if you are located in the destination country to which you are applying, the deposit is not refundable for any reason.

5.3. If, after you have approved your Program, you cancel your Program more than 60 (sixty) days prior to the start date of your Program, you will be entitled to a refund of 50% of your Program Fee, 100% of your housing deposit, and 100% of your accommodation fees, excluding the first month's rent.

5.4. If you cancel less than 60 (sixty) days prior to the start date of your Program or after your start date, you will not be entitled to any refund of your Program Fee and accommodation fees. If you are sharing accommodation with other program participants, you will receive a 100% refund of your housing deposit, provided you have caused no damage to your accommodation and provided that you have not violated any of the Conditions of this Agreement. If you are sharing with locals (arranged through us), you will not receive a refund of your housing deposit.

5.5. Should you cancel your Internship or Volunteer Program after changing the start date, cancellation fees will be calculated with reference to the original start date of your Program.

5.6. Should you pay in a foreign currency and later receive a refund, currency exchange rates may fluctuate from the time of your initial payment, meaning that your refund amount will be greater than or less than your original payment. You agree not to hold us responsible for exchange rate fluctuations and / or bank fees related to refunds

5.7. We are entitled to cancel your application at any time in the event that you:

5.7.1. fail to complete the application process by the prescribed deadlines; or

5.7.2. fail, in our opinion, to demonstrate sufficient interest in or have the necessary attributes to succeed in your chosen Program;

5.7.3. have a criminal conviction for a serious offense.

1.

Application Process and Program Regulations: Study Programs  
[APPLIES TO STUDY PROGRAM APPLICANTS ONLY]

2.

6.1. In order to process your application for a Study Program, in addition to your application form, you will be required to provide two reference letters, your resume,

your university transcript, and a letter of motivation. You and your doctor may also be asked to provide additional information on your health. We may also carry out a background check. If in our opinion the reference, health information or criminal check or any other information provided render you unsuitable for our Program, we are entitled to refuse to proceed further with your application.

6.2. A non-refundable application fee is due at the time you submit your application.

6.3. Upon approval by us and by the University, we will send you a welcome information pack, which will include confirmation of your acceptance and important local and logistics information.

6.4. You are required to be present from the program start date and to attend the first day of the program orientation. Any exceptions must be approved by us and by your home institution.

6.5. You are required to remain at the program location until the program end date and to complete and turn in all academic work, including examinations and papers, prior to departure. Any student who leaves prior to the end of the program, or who fails to complete and turn in all required academic work, risks receiving a failing grade in all of his or her courses.

6.6. You are required to take a full course load as offered by each program (usually the equivalent of 14 to 16 U.S. semester-hour credits). In general, a block of fifteen 50-minute sessions is equivalent to one semester hour of credit. Grades are awarded using a host-country specific system of letters or numbers. We will provide a suggested U.S. letter grade equivalent.

6.7. You may be excused from class only with the written permission of your professor. Should you miss a class for medical reasons, you must inform the Program Director. Should you not attend all classes regularly, you will receive a written warning from the Program Director. Continued absence may lead to dismissal from the program. You are not permitted to travel away from the program site while classes are in session. Weekend travel is permitted.

6.8. Upon completion of the program, we will send your final Academic Record, along with other supporting documentation from the host institution (including grade and credit-hour conversion charts), to your home institution. The Academic Record includes your name, date of birth, term of attendance, and lists each course studied, the language of instruction, hours of instruction, suggested U.S. grade equivalency, and recommended semester hours of credit. You must request information regarding your grades from your home institution.

6.9. If you believe the grade reported for a specific course is either in error or unfair, you must initiate an appeal using our Appeal Form. We will then investigate the matter. Appeals must be submitted within three months from the date that grades are submitted to your home institution.

Payment, Cancellation, Deferral, and Dismissal Policies: Study Programs [APPLIES TO STUDY PROGRAM APPLICANTS ONLY]

2.

7.1. A non-refundable Participation Confirmation payment is due at the time that you submit your Confirmation Form and is required in order to confirm your place in the program. This payment is part of the total program fee.

7.2. After receipt of your Confirmation Form, we will invoice you for the program fee balance. In some cases, your home institution will ask us to invoice them directly. In either case, you are ultimately responsible for ensuring that the program fee is paid in full. If a parent or other designee will be managing payment of fees on your behalf, it remains your responsibility to ensure that all fees are paid by the due dates. The program fee balance must be paid in full 60 days prior to the advertised arrival date for each term or by the due date on your billing statement.

7.3. You may request a Deferral or Payment Plan as follows:

7.3.1. If a portion of your fee will be paid by financial aid, that amount will be deferred without cost to you for up to 15 days after the disbursement of the financial aid to your account at your home school. In order to secure this deferral, you must provide a completed Financial Aid Deferral Form, along with any required payments above the amount of anticipated financial aid, prior to the due date on your billing statement. There is no administrative fee for financial aid deferral requests. It is your responsibility to make arrangements for financial aid to be sent to us within two weeks of the disbursement date.

7.3.2. For non-financial aid payment deferral, you may request a split payment plan by submitting a Payment Plan Request Form to us at least one week prior to the due date on your billing statement. There is an administrative fee for the Payment Plan option of \$100, due with the initial installment payment that accompanies the Payment Plan Form. Payment Plan terms are as follows: fifty percent of the total fee balance plus the \$100 Payment Plan fee to be paid by the due date on your billing statement and fifty percent of the fee balance to be paid by March 1 for Spring semester programs and by August 15 for Fall semester programs.

7.4. Please note that approvals of Deferrals and Payment Plans are not automatically granted.

7.5. Should you fail to pay in full by the due date on your billing statement or by the due dates indicated on your Deferral notification or Payment Plan notification, at our discretion, you may be subject to exclusion from participation on the program. Notification of exclusion for non-payment may be delivered at any time prior to or during the program.

7.6. All payments to us must be sent via bank transfer or credit card.

7.7. Should you fail to pay in full or to receive approval for a Deferral or Payment Plan by the due date on your billing statement, you will be charged a \$200 late fee and will be required to immediately submit payment for all remaining fees in full.

7.8. Any student on an approved Payment Plan who misses a deadline will be charged a \$100 late fee for each missed deadline.

7.9. Any student on a Financial Aid Deferral Plan whose payment is not received by us by the approved deferral deadline will be charged a \$200 late fee.

7.10. Fees paid to us by institutions must be received within 30 days from the date of statement, unless an alternative agreement has been signed by us and by the institution's representative. Should payment not be received, we reserve the right to charge late fees at a rate of 1.5% per month.

7.11. Should you have an unpaid balance, your Academic Record will not be sent.

7.12. In the case of cancellation or deferral, the application fee and the Participation Confirmation payment are non-refundable.

7.13. In the case of cancellation, if written notice is received more than 60 days prior to the advertised program start date, the total fee less the application fee and Participation Confirmation fee will be refunded. If written notice is received between 30 and 60 days prior to the program start date, 75% of your total fee less the application fee and Participation Confirmation fee will be refunded. If written notice is received less than 30 days prior to the program start date, 50% of your total fee less the application fee and Participation Confirmation fee will be refunded. If written notice is received on or after the program start date, no fees will be refunded.

7.14. In the case of deferral, the same refund policy in section 7.13 applies. However, any fees not refunded may, for a period of 12 months, be used as a credit towards another program. Requests for program deferral to a different semester are only accepted prior to your original program start date.

7.15. Cancellation by Us: We reserve the right to cancel a program due to insufficient enrollment or other factors beyond our control. All programs are based on group arrangements involving a minimum number of participants. In the unlikely event that a program is cancelled prior to the start of the program, we will refund all payments received but will have no further liability to participants. If an emergency requires that a program be canceled following the program start date and prior to the end of an academic term, we will make reasonable efforts to make alternative arrangements in order to allow you to complete your academic work.

7.16. Dismissal: You are expected to comply with these Terms and Conditions, in addition to regulations established by your home university and the host institution. Our Program Director will warn you, in writing, if you are not acting in compliance with program regulations. Should you receive a second letter indicating that you are in violation of program regulations, the Program Director, at his or her sole discretion, may dismiss you from the program. In the case of dismissal, no program fees will be refunded and you will likely not receive academic credit for the semester.

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## Accommodation

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8.1. For Internship and Volunteer Programs, depending on program location, you may book your accommodation through us and we will endeavor to find the type of accommodation you selected on your application form. For Study Programs, accommodation is included in the program fee. After your arrival, your Coordinator will assist you with any issues related to your accommodation that may arise.

8.2. For Internship Programs and Volunteer Programs, unless otherwise indicated, rental contracts run from the first day of each month to the last day of each month, without regard to arrival or departure dates. We therefore recommend that you arrive on or close to the first of the month and depart on or close to the end of the month. For Study Programs, accommodation runs from the program start date to the program end date, typically one semester.

8.3. You must report any damage to your accommodation (whether caused by you or otherwise) to your Coordinator at the time the damage occurs. Failure to report damage could mean the loss of part or all of your housing deposit. If the cost of the damage exceeds the amount of your housing deposit, you are liable to pay the difference.

8.4. Should you break the conduct rules of the building where you reside, you will be asked to vacate your accommodation immediately and your remaining rent and housing deposit will not be refunded. If you are not familiar with the conduct rules of your building, it is your responsibility to obtain a copy from your Coordinator.

8.5. Subletting is not permitted in any accommodation supplied by us.

8.6. Smoking is not permitted in any accommodation supplied by us. If you or your guests smoke in your accommodation, you will be asked to vacate your accommodation immediately and your remaining rent and housing deposit will not be refunded.

8.7. Unless otherwise indicated, for your safety and for the safety of other participants, you are not permitted to have overnight guests without prior permission from your Coordinator and from your flatmates or housemates. Should you violate this rule, you will be asked to vacate your accommodation immediately and your remaining rent and housing deposit will not be refunded. If having overnight guests is important to you, check the housing rules specific to your chosen accommodation prior to confirming housing.

8.8. Unless otherwise indicated, all accommodation arranged by us is co-ed, meaning that male and female participants may share the same apartment or house. Shared bedrooms within houses and apartments are same gender.



8.9. For your safety, comfort and to maintain accommodation managed by us, we may need to enter your accommodation from time to time. While we will endeavor to notify you in advance, such notification may not always be possible. By agreeing to reside in accommodation provided by us, you agree to provide such access.

8.10. You may wish to insure personal belongings, such as laptop computers and other valuable items, prior to your departure. You agree not to hold us liable for any loss you may incur for any reason.

8.11. Your Coordinator may have additional rules related to accommodation. It is your responsibility to obtain these rules from your Coordinator and to abide by them.

1.

#### Airfare

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9.1. You are responsible for arranging and paying for your own travel (including your airfare) to the airport closest to your Program site, and for your return journey at the end of your Program.

9.2. We or your Coordinator cannot meet, reimburse or otherwise be responsible for any flight, travel or other costs or expenses of any nature (including, for example, any charges made by airlines etc for canceling, changing or transferring flights or other arrangements) which are incurred or arise as a result of your Program not proceeding or being cancelled, curtailed, withdrawn or changed due to any circumstances whatsoever.

1.

#### Expenses / Payment

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10.1. You are responsible for all of your personal expenses for the duration of your Program, including but not limited to, the cost of transport from your accommodation to the Organization or University on a daily basis. Note that the cost of group activities is not included in the Program Fee. In addition to the services we provide, from time to time, we sponsor events, covering some or all costs. Should you not attend a sponsored event; the cost of the event will not be paid to you.

10.2. For Internship and Volunteer Programs, you agree that you will not request any payment from the Organization, unless your visa type permits payment. In the event that you are given any payment, you are responsible for paying any local taxes and ensure that you comply with any relevant local laws and comply with the terms of your visa. If you breach the terms of your visa by receiving payment for your Program, which is not permitted, your Program may be terminated and you may be deported from the country in which you are placed or even risk a fine or imprisonment.

Accepting such payments may also affect your insurance coverage. For these reasons we recommend strongly against accepting any such payments unless you are sure that your visa covers you. If you do decide to accept payment from the Organization, you do so entirely at your own risk.

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#### Airport Pick-up

- 2.

Provided that there are no changes to your arrival time within 24 hours of arrival, all Programs include the service of an airport pick up. For changes within 24 hours of your arrival time, we will make best efforts to notify our local partners regarding your new arrival time. To receive the airport pick up service, any changes to your arrival time must be received by us in writing more than 24 hours prior to your original arrival time.

- 1.

#### Health Insurance

- 2.

12.1. For Internship and Volunteer Programs, prior to your arrival, you must ensure that you have health insurance coverage for the period of your trip. To ensure that you have appropriate coverage, we recommend that you purchase your health insurance through our insurance partner; however, you may purchase insurance through any other provider. For Study Programs, health insurance is included in the program fee.

12.2. For Internship, Volunteer, and Study Programs, whether you purchase insurance directly or via our partner or whether insurance is provided by us, you are responsible for checking the coverage provided (including the terms and conditions) and for ensuring it is adequate and appropriate for your particular needs. If it is not in any respect, you are responsible for arranging and paying for suitable additional insurance. Please make sure you take the policy details with you while at your Program site.

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#### Visas

- 2.

13.1. We will make best efforts to provide you with information to assist you in obtaining a visa to allow you entry into the country of your Program. However, as rules change frequently and can vary from consulate to consulate, you are entirely

responsible for ensuring that you have obtained a visa that is appropriate for you in the circumstances and for the costs of obtaining and/or extending such a visa.

13.2. You will not be entitled to any refund of any payments you have made to us in the event that your Program has to be cancelled or significantly curtailed should you not receive a visa or due to the immigration authorities not accepting your visa.

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#### Your Obligations to Us

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14.1. You must comply with any reasonable request by the Organization, University or Coordinator / Program Director.

14.2. For Internship and Volunteer Programs, you must not enter into any direct negotiations or contractual arrangement for employment with the Organization during your placement. You will take care of and be responsible for any materials provided to you for your use by the Organization. You are responsible for any damage to or loss of such materials.

14.3. You are responsible for any damage caused by you or any of your guests at the premises of your accommodation.

14.4. You are expected to adhere to our Program code of conduct. This covers, but is not limited to:

14.4.1. respecting the culture and beliefs of others, working responsibly at the Organization, adhering to the rules and regulations set out by the University;

14.4.2. adhering to the dress code requirements of the Organization;

14.4.3. respecting the accommodation; and

14.4.4. not consuming drugs and participating in illegal activities.

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#### Travel Documentation

2.

It is your responsibility to ensure that you have a full and valid passport which is acceptable to the immigration authorities of the country of your Program and which will be valid for the duration of and for a period of at least 6 months after your Program.

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## Inoculations, Medical Advice, Medical Emergency Consent

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16.1. It is your responsibility to consult a medical doctor and / or the consulate of the Program country to receive information about the necessary inoculations and treatments in respect of the Program country within the prescribed period prior to your arrival. For example, depending on your itinerary, some countries require proof of a Yellow Fever vaccination prior to entry.

16.2. In addition, you must bring with you any necessary/recommended medication or medical equipment (such as syringes, water sterilization tablets, mosquito netting and malaria tablets).

16.3. You should also take reasonable steps to keep yourself in good health by taking any such medication and not participating in any high-risk activities that may compromise your health for the duration of your Program.

16.4. By signing this agreement, in case of medical emergency (as defined by us), you hereby give us permission to contact your Emergency Contacts.

1.

## Physical and Mental Health

2.

You represent and warrant that you are in sufficient physical and mental health to participate in the Program and do not have any physical or mental conditions that could affect your ability to participate in the Program.

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## Force Majeure (Events beyond our control)

2.

We, or your Coordinator / Program Director, or the Organization / University shall not be in breach of our obligations under this agreement or be responsible for any delay in the carrying out of such obligations, and will not make refunds or will not be responsible for any costs or expenses you incur, if such breach is as a consequence of war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics and other circumstances beyond our control.

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## Termination of Agreement

2.

19.1. We and your Coordinator / Program Director have the unilateral right to terminate, without prior warning, this Agreement by written notice (“Unilateral Termination”) if:

19.1.1. you have violated any of the Conditions of this Agreement; or

19.1.2. we have not received payment within 14 (fourteen) days of stated deadlines; or

19.1.3. you have acted in any way to damage our reputation; or

19.1.4. for Internship and Volunteer Programs, the Organization and/or your Coordinator / Program Director finds that you are not fulfilling your obligations; or

19.1.5. your behavior in our reasonable opinion, or that of the Organization or University, or that of your Coordinator / Program Director, is considered to be causing danger, distress or significant difficulties for anyone at the Organization or University or for your Coordinator / Program Director or fellow volunteers; or

19.1.6. you have continually refused to carry out the reasonable requests given by the Organization, the University, or by your Coordinator / Program Director; or

19.1.7. for Internship and Volunteer Programs, you abandon your placement by failing to give the Organization sufficient notice; or

19.1.8. it is discovered that you have made a false statement or omitted a material fact in any correspondence with us or your Coordinator / Program Director (which includes your Application Form) or have acted in such a way that your actions are likely to bring us or your Coordinator / Program Director or the Organization / University into disrepute or to otherwise cause any other significant difficulties; or

19.1.9. it is found that you are consuming illegal substances or are found to be convicted of any criminal offence during the period of your Program or are discovered to have been convicted of any offence prior to starting your Program which you have not notified us of.

19.2. In the event of Unilateral Termination:

19.2.1. you will be required to leave your Organization immediately; and

19.2.2. if you are staying in accommodation supplied by us, you will be required to leave your accommodation immediately. In this case, you will not receive any refunds, including your housing deposit.

19.3. We and the Coordinator / Program Director accept no responsibility for any costs, expenses or losses suffered as a result of Unilateral Termination. You will not receive a refund of any payments you have made or receive any other compensation.

19.4. We or your Coordinator / Program Director accept no responsibility for any costs, expenses or losses suffered as a result of termination by you for personal reasons once you have started your Program. You will not receive a refund of any payments you have made or receive any other compensation.

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#### Security and Government Advice

2.

It is your responsibility to obtain and, if necessary, clarify information in relation to the political and security situation in respect of the country of your Program, and to take any reasonable action that may be required.

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#### Personal Information

2.

In order to facilitate your Program, it may be necessary, from time to time, for us to release or transfer your personal information, including but not limited to, medical information, background check information and details of any convictions, to Coordinators. By signing this Agreement you grant us permission to release or transfer your personal information to such Coordinators.

1.

#### Use of Photos and Comments

2.

You hereby grant us permission on a royalty free basis to use photos or images or comments made by you for promotional/marketing purposes, including photos submitted to us by you when entering photo competitions, without obtaining your further specific permission or making any payment to you. Such use may include mention of your name, age, university, town/city/area of residence. Marketing purposes may include but are not limited to brochures, our website, and social media.

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#### Waiver and Release

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23.1. For the purposes of this Agreement, the term “Released Parties” means and refers individually and collectively to the Organization, us, our members, our

employees, our representatives, and the Coordinators / Program Directors and our international agents.

23.2. You hereby indemnify the Released Parties against any and all liability, loss, costs or damages (including consequential damages and pure economic loss) that may be incurred by the Released Parties as a result of claims or charges made against the Released Parties, whether at the instance of a third party or yourself, related to any injury, illness, loss, damage, harm or death of a third party or yourself may suffer arising out of your participation on the Program and/or arising out of your participation in any Program-related or non-Program-related activity.

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#### Governing Law

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This agreement and the rights and obligations of the parties are governed by the laws of the State of Texas.

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#### General

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25.1. In the event that any provision of this agreement or the application thereof to any party or circumstance shall be finally determined by the court of proper jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforced to the fullest extent permitted by law to the extent consistent with the Parties' intent as expressed in this agreement.

25.2. We may assign this agreement or any of its rights or delegate our obligations to any third party without your express written consent. You may not assign this agreement or any of its rights or delegate its obligations without the prior written consent of us. This agreement is binding upon and enforceable by each party's permitted successors and assignees.

25.3. The waiver of a breach of any term or condition of this agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving party.

25.4. This agreement and any form referenced herein constitutes the entire agreement between us and you with respect to the subject matter contained and supersedes all inquiries, proposals, agreements, negotiations and commitments,

whether written or oral prior to the effective date. This agreement may not be amended or modified except by written document signed by both parties.

25.5. You hereby confirm that you have read and fully understand this agreement, intend that this agreement be legally binding upon and enforceable against you and your family, estate, heirs and legal representatives, intend that this agreement benefit us, and confirm that you are at least eighteen (18) years old, or a parent or legal guardian of an applicant under 18, fully competent, and entering into this agreement voluntarily of your own judgment.

## **25.6 Travel**

The volunteer is solely responsible for arranging and paying for their own travel, specifically including all airfares or other transport costs to and from the host country, as well as any local transport costs. It is the responsibility of the volunteer to carry all necessary documents when traveling abroad. While Maasai Land Explorer. may advise the volunteer on required travel documentation, Maasai Land Explorer. is not responsible for any supporting documents necessary for the volunteer's travel needs or other purposes. Volunteers are responsible for ensuring their travel documents are up to date and valid for travel..

## **25.7 Program Fees**

Details of the program fees are set out on the Maasai Land Explorer. Website and any fee revisions will be made public via that platform. Program fee revisions are not applicable to volunteers who have already paid their registration fee, unless the volunteer alters their program details after the program fee revisions have taken effect.

Program fees are due no later than thirty days prior to the beginning of the volunteer's program placement. Failure to make this payment can result in a loss of volunteer placement with no refund of registration fee which is part of your given fees. All program fee payments attract a 5% transaction fee to cover international banking fees and currency charges. Payments by wire transfer attract a minimum transaction fee of US\$75.

Where a group of ten or more people is volunteering with Maasai Land Explorer., program fees and fees for additional services for each group member must be paid no later than thirty days before the program starts. Where a group has requested additional services such as tours as part of their itinerary, all cancellations and refunds are subject to the terms of the providers of these additional services.

## **25.8 Personal Risks**

The volunteer acknowledges and accepts the responsibilities and risks associated with their choice to travel to, temporarily reside in, and provide volunteer services in a foreign country. Such travel and volunteer work can be hazardous and involves a certain degree of risk, inherently dangerous activities and personal perils to the volunteer, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the volunteer. Therefore, Maasai Land Explorer., including any and all of its employees, managers, directors, shareholders, host families and independent local



teams (together, the “Maasai Land Explorer. Related Parties”), is not liable and disclaims all liability, to the maximum extent permitted by law, for any loss or harm the volunteer or associates may suffer, including but not limited to loss caused directly or indirectly by:

- Personal injury;
- Emotional injury;
- Death;
- Illness or disease;
- Damage to or loss of property;
- Natural disasters;
- Hostage situations; or
- War or terrorism.

## **25.9 Indemnity**

The volunteer agrees to indemnify and hold harmless Maasai Land Explorer. and all Maasai Land Explorer. Related Parties from any and all losses or liability they may suffer arising directly or indirectly out of, or in connection with, the volunteer’s participation in the program, including but not limited to the volunteer’s travel, temporary residence in their chosen destination, and the undertaking of volunteering or tourism activities

## **25.10 Assignment**

Maasai Land Explorer may assign this Agreement or any of its rights or obligations hereunder to any third party without Applicant’s express written consent. Applicant may not assign this Agreement or any of Applicant’s rights or obligations hereunder without Maasai Land Explorer’s prior written consent.

## **26.1 Notice**

All demands, notices, approvals, consents, requests and other communications provided for hereunder shall be in writing and may be mailed or electronically transmitted via email, to the party to whom sent, addressed to it, at its address, facsimile or email address as set forth on the Term Sheet or such other address, facsimile or email address as such party may hereafter specify. Each such communication shall be effective (a) if given by telecopier or other electronic means, when such communication is transmitted to the specified address and any appropriate confirmation is received, or (b) if given by mail, three (3) business Days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid.

## **26.2 Failure To Act And Waiver**

No failure or delay on the part of any party hereto in the exercise of any right, power or remedy existing hereunder or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude other or further

exercise thereof, or the exercise of any other right, power or remedy. Any waiver granted by any party hereto shall be effective only if in writing and only in the specific instance and for the specific purpose given. No modification or waiver of any provision of this Agreement nor consent to any departure by the parties therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on either party not provided for herein in any case shall entitle such party to any other or further notice or demand not provided for herein in the same, similar or other circumstances.

### 26.3 Litigation

In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including reasonable costs of appeal, if any.

### 26.4 Independent Contractors

In performing their respective services hereunder, each shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

### 26.5 Injunctive Relief

Either party may have injunctive, preliminary or other equitable relief to remedy any actual or threatened dispute.

### 26.6 Arbitration

Each party hereto agrees and acknowledges that, upon the written demand of any party, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in the Dallas, Texas or at any other place selected by mutual written agreement of the parties. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. All statute of limitations, prescriptive periods, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act (Title 9 of the United States Code) shall apply to the construction, interpretation, and enforcement of this arbitration provision.

### 26.7 Choice Of Law

This Agreement and the transactions contemplated hereunder shall be construed in accordance with and governed by the laws of the State of Texas , United States of America , without giving effect to conflict of laws principles.

#### 26.8 Consent To Jurisdiction And Venue

Each party hereto irrevocably consents to the jurisdiction of the United Republic of Tanzania and further consents to the specific jurisdiction of the state and agrees that any suit, action or proceeding arising out of or relating to this Agreement, or any related documents, may be instituted against it in any low or higher court in Tanzania.

#### 26.9 Modification

No alteration, modification or other change of this Agreement shall be valid, effective or enforceable under any circumstances, except and unless the parties clearly document their intention to revise or amend this agreement and/or its specific terms pursuant to a written agreement that is signed by the party against whom enforcement of any such alteration, modification or other change is sought.

#### 26.10 Acknowledgment

Applicant agrees, understand and acknowledges that Applicant (i) has read and fully understands this legal contract, with full knowledge of its meaning and significance; (ii) intends that this Agreement be legally binding upon and enforceable against Applicant; (iii) confirms that Applicant is at least eighteen (18) years of age, fully competent, and entering into this Agreement voluntarily of his or her own free judgment.

#### 27.01 Entire Agreement

This written Agreement, including any referenced exhibits and/or attachments hereto, concludes and represents the final agreement between the parties relating to the subject matter hereof and may not be contradicted by prior, contemporaneous or subsequent oral or written agreements of the parties, except and unless the parties hereto expressly agree to subsequent written modification of this Agreement, or its terms, as specifically provided herein.

This Agreement completely and fully supersedes any and all other prior negotiations, discussions, correspondence and agreements, both written and oral, between the parties hereto and relating to the subject matter hereof and neither party shall hereafter have any rights under such other prior agreements but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the obligations hereunder. No representations, warranties or covenants pertaining to this Agreement or any property affected by this Agreement have been made by, or shall be binding on, any of the parties hereto, except as expressly stated in this Agreement.