

2014 BOOKING CONDITIONS AND THE TERMS AND CONDITIONS OF TEACHING AND TRAINING ENGAGEMENT

PLEASE READ THESE BOOKING CONDITIONS AND THE TERMS AND CONDITIONS OF TEACHING AND TRAINING ENGAGEMENT CAREFULLY BEFORE ENROLLING IN THE MEDICORPS PROGRAM.

Your participation in this program is accepted only in accordance with, and expressly conditioned upon, your (and your parent or legal guardian if you are a minor) acceptance of these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement as evidenced by your electronic acceptance via click and accept and/or some other similar mode/manner or your participation in this program. If you do not agree to these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement, you may not enroll or participate in the program. We reserve the right, at our discretion, without notice to you, to change, modify, add, or remove portions of these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement at any time. Please check these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement periodically for any changes. These Booking Conditions and the Terms and Conditions of Teaching and Training Engagement supersede any other warranties, representations, terms, or conditions, unless they are expressly stated in these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement.

PROGRAM TUITION: Program tuition is based on agreements, foreign currency rates, tariffs, and taxes in effect prior to the program departure date. The program tuition rates are in U.S. dollars. MEDICORPS may waive program tuition in special cases of highly qualified lecturers and specialists who elect to pay for their own expenses, such as travel costs, accommodation, meals, placement fees, local transportation, translators, guides and other incidental costs.

THE COST OF INTERNATIONAL FLIGHTS TO AND FROM THE PARTICIPANTS' COUNTRIES IS NOT INCLUDED IN THE PROGRAM TUITION.

ACCOMMODATIONS: Hotel or Guesthouse accommodations, based on double occupancy with private bath/toilet facilities, are included in program tuition, including hotel and city taxes, where applicable. A single room can be requested, if desired; however, single-room accommodations may be impossible or difficult to obtain during high season or local holidays and festivities, and supplemental charges for single occupancy may be the responsibility of the participant or guest. A supplemental fee may also apply for special services, such as air conditioning and upgrades to larger rooms or special locations

MEALS: Breakfasts and some additional courtesy meals are included in the program tuition.

LOCAL TRANSPORTATION: All transportation to and from work, including pick-up and drop-off to and from the airport is included.

TRAVEL INSURANCE: We highly recommend that participants purchase Travel insurance for their upcoming program. As a minimum requirement we need proof that you are covered by medical insurance in your home location.

PASSPORTS AND VISAS: Each participant is solely responsible for applying for and securing a passport. All associated costs to obtain a passport are not included in the program tuition. Participants are solely responsible for applying for and securing all visas (including any connection countries due to flight routings), unless otherwise noted in these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement. Costs associated with obtaining visas are not included in the program tuition. All participants are solely responsible to obtain re-entry documentation required for their country of residence. If for any reason a participant is unable to obtain the necessary passport, visas, and/or reentry documentation, and withdraws from the program as a result, standard withdrawal fees shall apply. Due to potential delays in obtaining U.S. or international passports, participants are encouraged to obtain their passports as soon as they have enrolled in the program.

DOMESTIC BUS FARES FOR PROGRAM PURPOSES: Domestic bus fares are included in the program if training sites require such travel. Independent travel arrangements separate from the program, and necessary transfers as a result, are excluded from the program tuition.

PERSONAL EXPENSES: Items of a personal nature such as laundry, fax, and telephone expenses, as well as meals and

alcoholic beverages not specified in the itinerary, are not included in the program tuition.

GRATUITIES: Tips for individual and special service requests, tips to travel managers and /or national guides for group services, depending on destination, are not included.

PROGRAM UPGRADES (optional): Participants may elect to purchase program upgrades as may be offered, from time to time, by the program office. Program upgrades include, but are not limited to, pre-program and post-program extensions, transfers, accommodation upgrades, and services (collectively, "Program Upgrades"). Program Upgrades are subject to space availability and a minimum number of participating participants as determined by the program office. Please contact the Medicorps agent for Program Upgrades that are available for your program. Registration for offered Program Upgrades must be in writing and shall be received by the Medicorps at least 90 days prior to the program departure date. Program Upgrade charges and fees are not included in the program tuition, and payment shall be due and payable at the time of purchase. Program extensions are also subject to additional Program Extension Service Charges and Program Extension Air/Land Costs for deviations. Cancellation of any purchased Programs Upgrades shall be subject to the refund and withdrawal fee policy as noted.

TOUR OPERATIONS: Medicorps is a Hawaii non-profit corporation, qualified to do business in the state of Hawaii, with its corporate headquarters located in Honolulu, Hawaii. Medicorps is in the business of arranging and operating student and professional educational and exchange Teaching and Training Engagement programs. Medicorps, Inc. has the right to develop, promote, market, and expand the "Medicorps" educational program to create peaceful understanding through educational Teaching and Training Engagement and exchange programs to connect people around the world.

DEPOSITS AND TUITION PAYMENTS: For an application to be considered, it must include a deposit of \$100, non-refundable application fee. (Non-accepted applicants or applications withdrawn within three days of our receipt of the application will receive a full refund. Standard withdrawal fees shall apply thereafter.) Convenient tuition payment alternatives include making payments online by Paypal or wire transfer.

PAYMENT SCHEDULE:

Due upon application acceptance..... \$100
 60 days prior to arrival..... Balance due

REFUNDS & WITHDRAWAL FEES

Withdrawal Date	Cancellations Due to Covered Reasons	Cancellations For Any (Other) Reason
60 days or more prior to departure date	Full refund will be provided minus the non-refundable deposit fee of US\$100	75% refund will be provided
30 days or less prior to departure date and after departure date	75% of the program costs	No refund will be provided Withdrawal Date

REFUND AND WITHDRAWAL FEES: Written notice of withdrawal from the program or cancellation of any optional Program Upgrades must be delivered to Medicorps and will be accepted only from the "Bill To" person designated on the participant's account. Refunds due to the participant are computed from the date notice is received by the program office. Because the organization of programs requires extensive planning, costs are incurred long before departure. For this reason, the refund and withdrawal fee policy will apply for program withdrawals or cancellation of any optional Program Upgrades. Medicorps reserves the right to remove a participant from the program for any reason whatsoever, with or without cause. If Medicorps refuses acceptance of an applicant or removes a participant prior to departure, the sole liability of Medicorps is to refund any monies paid to the program. If Medicorps removes a participant for, but not limited to, non-payment of scheduled installments, failure to furnish CVs and/or required letters of reference, or any other required documentation reasonably requested by the program office, the refund and withdrawal fee policy will apply as noted. If a participant is removed or withdraws from participation after departure, no refund will be made, and the participant will be liable for all additional TRAVEL expenses incurred. In the event a refund is due to the participant the refund will be issued via Paypal, company checks or wire transfer. In the event the participant withdraws from the program, the participant shall be solely responsible for returning any funds raised through any fundraising efforts, sponsorships, or scholarships, and in no event shall Medicorps be liable or responsible for the return of any such funds, or

for any acts or omissions of the participant or any third-party. Upon receipt of your withdrawal notification, refunds will be processed according to this Refund and Withdrawal Fee policy.

REINSTATEMENT FEES: If a participant withdrew from the program, or Medicorps withdrew the participant for nonpayment or for any other reason, and the participant desires to be reinstated in the program, the participant shall send to Medicorps a written request to be reinstated. Requests for reinstatement shall be submitted with full payment. Payment must be by wire transfer or via Paypal. Reinstatements will be treated on the basis of individual space availability and accommodation availability, and shall be subject to acceptance by the program office. Medicorps reserves the right to place the participant on standby status or to withdraw the participant and withhold from any refund the applicable administrative and withdrawal fees as noted.

TRANSFER FEES: If a participant desires to transfer to another program or transfer to a different departure date as offered by the program office, the participant shall send a written request to Medicorps requesting to be transferred to another program or a different departure date. Requests for transfer shall be subject to a Transfer Fee and change in program tuition, as well as any other accommodation costs applicable at the time of transfer. Transfers will be treated on the basis of individual space availability and accommodation availability, and shall be subject to acceptance by the program office. Requests for transfers to a program or departure date in a year other than the currently enrolled Teaching and Training Engagement year shall be subject to the Booking Conditions and the Terms and Conditions of Teaching and Training Engagement that are in effect for that program year, including, but not limited to, program tuition, refund and withdrawal fees, and administrative fees.

LATE PAYMENT AND OTHER FEES: Program tuition and any other charges or fees are due on the scheduled payment due date. A non-refundable Late Payment Fee will be assessed for each payment not received by Medicorps by the scheduled due date.

SCHEDULE OF FEES:

Late Payment Fee: \$25

Program Extension Service Charge: \$175 per week

Program Extension Teaching and Training Engagement Cost: Please contact Medicorps for additional Teaching and Training Engagement pricing.

Reinstatement Fee: Please contact Medicorps for applicable reinstatement fees.

Transfer Fee: Please contact Medicorps for applicable transfer fees.

LIMITED PROGRAM AVAILABILITY: The number of spaces on any elective rotation is limited. At the time of enrollment, if space in the requested delegation is not available, the participant will be notified and made aware of other program options that may be available, including, but not limited to, alternate program dates and/or itineraries. Should the participant elect to be enrolled in the originally requested delegation, it is understood the enrollment will be processed without guarantee of availability. Medicorps will notify the participant of any change in program availability. If space does not become available on the program in which the participant has enrolled, the participant can elect to participate in an available rotation or receive a refund of all monies paid by the participant, less non-refundable fees. Participants who have completed all the required Teaching and Training Engagement documents and are paid in full by the final payment deadline may be given priority as space becomes available.

RESPONSIBILITY: A participant's membership and participation in this program is accepted by MEDICORPS only in accordance with, and expressly conditioned upon, these Booking Conditions and the Terms and Conditions of Teaching and Training Engagement and the following statement of conditions and responsibilities: MEDICORPS acts only as an agent in securing accommodations, transportation, home-stay, and other Travel services and in no event shall MEDICORPS be liable or responsible in connection with or in respect of any acts or omissions of any third party, including but not limited to third party contractors, suppliers, and vendors who render services in connection with the program. All accommodations, transportation and other Travel services are provided to participants subject to all the terms and conditions under which they are offered to the public generally. Neither MEDICORPS nor its agents shall be liable for any loss, injury, or damage to person or property resulting from, but not limited to, government actions or restraints, disturbances, hostilities, war, epidemics, breakout of disease, quarantines, labor disputes, machinery breakdown, weather conditions, natural disaster, delays, accidents, personal injuries, annoyance or inconvenience, or any other cause beyond its control. MEDICORPS shall not be liable for any additional expense incurred by a participant as a result of any of the foregoing causes. In the event a program must be cancelled less than 60 days prior to departure or during the operation of a program as a result of any of the foregoing causes, MEDICORPS will refund any monies paid to it by the participant less non-refundable application fees, non-recoverable deposits, and reasonable expenses incurred by MEDICORPS in

respect to such program cancellation. In the event a program must be cancelled 60 days or more prior to departure, MEDICORPS will refund all monies received by MEDICORPS or its agents for registered participants. MEDICORPS and its agents reserve the right to decline to accept or retain any person as a participant. MEDICORPS does not discriminate based on race, national origin, age, disability, gender, sexual orientation, or any other category protected by applicable law. Should a participant have a health or mobility limitation, allergy, severe sight or hearing limitation, or any other medical condition that could restrict or substantially interfere with the participant's ability to participate in the program, an aide will be required to accompany the participant. All TEACHING AND TRAINING ENGAGEMENT and hiring expenses for the aide may be the responsibility of the participant, including a single room charge, if needed, unless otherwise dictated by applicable law. The participant shall be solely responsible for monitoring and shall be able to self-administer, without supervision, any required and recurring medications, injections, or any other treatments. Program staff, delegation leaders, or any other third-party, will not hold or administer any medication or treatment that may be required for a participant. The contents of food products cannot be controlled or guaranteed during Teaching and Training Engagement. All special dietary needs or monitoring the contents of food products are the responsibility of the participant. Should a participant's health, physical infirmity, or general deportment, in the sole judgment of MEDICORPS and its agents, impede the operation of the program or the rights, welfare, or enjoyment of other participants, MEDICORPS and its agents have the right to terminate the participant's participation, unless otherwise dictated by applicable law. In such instances a refund of unused services, where such refund can be obtained from land and/or air operators, is the limit of MEDICORPS's responsibility should the participant be required to withdraw from the program. MEDICORPS and its agents reserve the right, in their sole discretion, to cancel the program or to make such alterations in the schedules as they may deem necessary or desirable and to pass on to the participant any expenditures or losses caused by delays or events beyond MEDICORPS's or its agents, control. In particular, where special visits and/or meetings are scheduled to be arranged, MEDICORPS and its agents cannot be held responsible for changes, substitutions, or alternate arrangements that may be necessary, should the appointment for such special visits and/or meetings be changed or cancelled for any reason. Alternate arrangements or substitute programs will be arranged where possible in such instances. No refund shall be made for services not taken in case of sickness, accident, or emergency during the program. MEDICORPS recommends the purchase of a Travel Protection Plan insurance to cover sickness, accident, emergency, or loss or damage to participants' baggage or personal effects.

THE PARTICIPANT (and your parent or legal guardian if you are a minor) expressly authorizes and full consent is hereby given for

- (i) the participant's participation in all activities provided and/or organized by MEDICORPS or its agents,
- (ii) MEDICORPS, and its employees, representatives, and agents in any emergency situation, illness, or accident to secure prompt medical care and attention, and the participant (or your parent or legal guardian if you are a minor) understands and assumes the financial responsibility for any such medical services and treatment, and
- (iii) MEDICORPS, and its parents, subsidiaries, or affiliates and their respective employees, agents, and representatives, and any medical provider or facility to receive, use and/or release any health information of the participant and/or his/her parent or legal guardian.

THE PARTICIPANT (and your parent or legal guardian if you are a minor)

- (i) expressly acknowledges risks and dangers exist while participating in the program including, but not limited to, risk of loss, personal injury, and property damage,
- (ii) hereby accepts and assumes these risks and dangers, whether or not specifically discussed,
- (iii) hereby waives and releases MEDICORPS, its parents, subsidiaries, and affiliates and their respective shareholders, directors, officers, employees, agents, and representatives, from all claims arising from, but not limited to, personal injury, loss, damage, accident, delay, or expense resulting from your participation in the program. Unless a participant (or your parent or legal guardian if you are a minor) files a claim within 30 days from the end of the program, MEDICORPS shall be relieved of all liability to such participant. The participant acknowledges and agrees that MEDICORPS and its agents shall have the right to contact the participant.
- (iv) Agrees to promptly notify MEDICORPS, and its employees, representatives, and agents by means of telephone, cellular telephone, email, or other correspondence in any emergency situation, illness, or accident to secure prompt medical care and attention, and in any case of perceived or real deficiency, impairment, or shortcomings of the program.

USE OF NAME AND LIKENESS: The participant (and your parent or legal guardian if you are a minor) hereby consents and irrevocably grants to MEDICORPS (and its parent, subsidiary, associated, and affiliated companies, including each of their respective officers, directors, agents, and employees) a royalty-free, worldwide right and license to use, incorporate,

broadcast, distribute, photograph, film, videotape, record, re-use, publish, re-publish, exploit, adapt, modify, alter and/or edit, reproduce, publicly perform, and display your name, photograph, and photographic likeness, including still, moving, and voice, image, comments, submitted documentation, written papers, biographical material, artwork, music, writing, endorsement, portrayal, and/or other visual or physical likeness, in all poses, acts, plays, and appearances, in whole or in part or composite or reproduction thereof, in any and all media now or hereafter devised (the "Materials"), in perpetuity by incorporating, without restrictions or limitation, the Materials into any product or service, whether electronically or in print, including, but not limited to, any marketing and advertising materials, publications, catalogues, brochures, books, magazines, photo exhibits, correspondence, motion picture films, videotapes, commercials, informational and educational materials, and/or any other media, now known or later devised or developed.

APPLICABLE LAW/JURISDICTION: Any dispute, claim, disagreement, or controversy, in law or equity, arising out of or relating to:

- (1) the Terms and Conditions of Teaching and Training Engagement;
- (2) the Booking Conditions;
- (3) the invitation, application and registration processes;
- (4) the participant's participation in all activities provided and/or organized by MEDICORPS or its agents;
- (5) the acts or omissions of MEDICORPS, its parent, subsidiaries, affiliates, employees, agents, and representatives;
- (6) the acts or omissions of participants or third parties;
- (7) the organization and delivery of the program; or
- (8) any other agreement, document, or provision of services, shall be governed by and construed in accordance with the internal laws of the State of Hawaii (without reference to its choice of law rules). Each of the parties hereto understand and agree that Hawaii law shall apply to any and all claims, disputes, and controversies, of any kind, arising between the parties, as well as between MEDICORPS and any nonparty that claims rights through any party, on behalf of any party, or in relation to any party. In addition, each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the application of Hawaii law to any action, suit, claim, or proceeding. Each of the parties hereto hereby irrevocably and unconditionally agrees that any action, suit, or proceeding shall only be brought in any federal and state courts located in Honolulu County, Hawaii, and each party hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives (by way of motion, as a defense or otherwise) any and all jurisdictional, venue, and convenience objections or defenses that such party may have in such action, suit, or proceeding. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts.