

TERMS AND CONDITIONS

These terms and conditions govern the participation of all students in the STUDY IN THE KINGDOM program offered by Designs on Learning™ DBA MasnadUSA®. Participation in the program constitutes acceptance of the following terms, which, together with the other enrollment documents (together, the “Participant Contract”), shall constitute a binding agreement between the student and Designs on Learning.

All references to “Program” or “program term” herein shall be limited to the scheduled dates of enrollment in a Designs on Learning Program.

Program Participant (“Participant”, “Student,” “I”, and/or “me”) agrees to these terms and conditions.

IT IS THE SOLE RESPONSIBILITY OF PARTICIPANT TO REVIEW THE TERMS OF THIS PARTICIPANT CONTRACT, INCLUDING BINDING DISPUTE RESOLUTION PROVISIONS, AND ALL APPLICABLE POLICIES. ANY PARTICIPANT DISMISSED FROM THE PROGRAM DUE TO VIOLATION OF THESE POLICIES OR OF APPLICABLE LAW OR WHO OTHERWISE VOLUNTARILY CHOOSES TO LEAVE THE PROGRAM PREMATURELY IS INELIGIBLE FOR A REFUND OF ANY KIND.

LIABILITY AND RELEASE

Assumption of Risk and Hold Harmless Agreement

Participants acknowledge that perceived or actual events outside of Designs on Learning’s control can delay, disrupt, interrupt, or cancel programs. Without limitation, Participants agree to hold Designs on Learning harmless 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 or third parties not affiliated with the Program, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal conduct, terrorist or threatened terrorist activities of any kind. Due to evolving country conditions, Designs on Learning reserves the right, in its sole discretion, to make changes in the program’s itinerary, including events or activities, student housing assignments, substitutions of or changes in courses, excursions, lectures, and site visits. All such changes are without liability on the part of Designs on Learning for any resulting monetary loss. Participants acknowledge that Designs on Learning is not responsible in any manner for claims predicated upon Participants’ arriving on site prior to the Program start date or departing after the Program end date. Participants also hold

Designs on Learning harmless from any injury, loss, or damage to person or property, death, delay or inconvenience in connection with overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any air conditioning, heating, plumbing, electrical or structural system 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, injuries or death occasioned by participating in athletic activities such as but not limited to soccer, frisbee, basketball, football or any other group or individual sporting activity, sanitation problems, food poisoning, epidemics, pandemics or the threat thereof, disease, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Designs on Learning. Participants understand that real or perceived epidemics and/or pandemics (such as, but not limited to, Coronaviruses, H1N1, Ebola, SARS, bird flu, or Zika) can delay, disrupt, interrupt, or cancel programs. Participants agree to assume all risk of any loss or problems which could result from any such occurrences, including but not limited to the cancellation, disruption, delay, transition, or other alteration of the program. Participants understand that they will be subject to the public health laws of the program's Host Country or Designs on Learning policy such as heightened entry requirements, changed regulations in the event of an outbreak, including but not limited to: isolation, quarantine, departure from Host Country. In the event that Participants choose not to receive recommended vaccines, they understand that any additional time and expense incurred due to illness, investigation, or compliance with entry protocols for non-vaccinated individuals would be their full responsibility, without refund, logistical or financial assistance from Designs on Learning. Participants understand that travel in other nations is different from travel 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 conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in Participant's home country. Participants assume all risk of bodily injury, death, and 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 Participants' intention to fully assume all the risks of travel and participation in the Designs on Learning program and to release Designs on Learning from any and all liabilities to the maximum extent permitted by law.

If by their acts or omissions Participants cause or threaten to cause damage of any kind whatsoever to third parties, they accept full civil and criminal responsibility and shall indemnify Designs on Learning from any actions taken by third parties against Designs on Learning for said damage or loss.

DATA PRIVACY RELEASE

In order to administer the Program, Designs on Learning, its subsidiaries, and affiliates, and certain agents thereof, may process any and all personal data, including but not limited to Social Security, Passport or other identification number, home address and telephone number, date of birth, educational records, and other information that is necessary or desirable for the administration of the Program. The Participant shall have access to, and the right to change, the relevant Information. Relevant Information will be securely stored and used in accordance with Program necessity, as determined by Designs on Learning. Participant hereby authorizes Designs on Learning to collect, process, register and transfer Personally Identifiable Information (PII) as required for Program delivery. Participant waives data privacy rights with respect to the relevant Information and authorizes Designs on Learning to store and transmit such Information in electronic form consistent with applicable law. Participant also authorizes Designs on Learning to transfer the relevant Information to any jurisdiction which Designs on Learning considers appropriate. Designs on Learning may transfer Participants' personal information to other entities such as academic institutions or marketing partners located in the U.S. and elsewhere. Participant consents to this use and transfer of their personal information.

USE OF IMAGE RELEASE

Designs on Learning reserves the right to take photographic or film records of any program, including photographs or film records of Participants, and associated activities, and to use and/or disseminate documents and materials including any social media posts created by the Participant while on the program, as well as such photographs or film records. Participants grant Designs on Learning the right to use such records for promotional and any other commercial purposes without any cost, limitation or restriction including, without limitation, the payment of any fee. Participants understand and agree that these materials will become the property of Designs on Learning and will not be returned. Participants hereby irrevocably authorize Designs on Learning to edit, alter, copy, exhibit, publish or distribute this photo or video for purposes of publicizing the Designs on Learning programs or for any other lawful purpose. In addition, Participants waive the right to inspect or approve the finished product, including written or electronic copy, wherein their likeness appears.

HOUSING POLICY

Designs on Learning, in its sole discretion, can approve or deny any Participant's change of housing including, but not limited to, the Participant's opting out of Designs on Learning-provided housing. If Designs on Learning agrees to allow Participant to choose their own housing, Participant agrees that Designs on Learning is not responsible for any loss or problems which result therefrom. Designs on Learning-arranged housing for Participant's program will be limited to the dates that Participant is actively engaged in the Program. Designs on Learning does not own or operate any entity which may provide goods or services for the program, including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, classrooms or study facilities, airline, vessel, bus or other transportation companies, local ground operators, visa processing services, providers or organizers of optional excursions, food service or entertainment providers, host universities and institutions, etc. All such persons and entities are independent contractors. As a result, Designs on Learning is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

Attestation: Participants understand that if they withdraw from or are removed from the Designs on Learning program or are evicted from their housing for any reason whatsoever, any Designs on Learning housing obligation ceases immediately with no right of refund. In addition, any violation of program rules or residential rules may result in additional fees for damages/cleanings/lost property or eviction from arranged housing and/or expulsion from the program. Participants understand that any violation of program rules or residential rules may result in additional fees for damages/cleanings/lost property, eviction from arranged housing, and/or expulsion from the program.

MEDICAL AND EMERGENCY CARE

Participants shall be provided private medical insurance reflecting industry standards for international students studying abroad. Notwithstanding the foregoing, Designs on Learning does not have medically trained staff and assumes no duty of care beyond what is provided by the private medical insurance carrier. Participants hereby hold Designs on Learning harmless in respect to any medical duty of care. Participants understand that they are responsible for their own medical, psychological, and physical well-being during the duration of their program with Designs on Learning. In the event of a medical emergency, Designs on Learning will attempt to cause appropriate treatment to be administered. However, Designs on Learning makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered in all

situations. Participants understand that they are solely responsible for their 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. Participants certify that they will consult a physician qualified in travel medicine, immunizations, and infectious/tropical diseases and obtain any recommended immunizations or medications prior to trip departure.

Should any medical, psychological, or physical problems arise during Participants' program with Designs on Learning, Participants understand that it is their responsibility to follow any instructions or recommendations for medical treatment or evaluation from healthcare providers, and that they are also solely responsible for any non-covered costs and expenses of any such care. Participants understand that health care and evacuations outside their home country are not covered by most standard insurance policies and can be extremely expensive.

Disability and Accommodations

Participants must notify Designs on Learning and their home institution as soon as practicable prior to commencement of the program if they have a disability requiring reasonable accommodation. Early disclosure enables a Participant to gather information and plan for the access available in the host country. Based on the availability of accommodations in some locations, Participants may be unable to participate in some programs or components of the program.

Service Animals

Participants are prohibited from taking pets on any Designs on Learning programs, including Emotional Support Animals. Depending upon the laws, regulations, customs and practices of the host country, Participants may participate in a program with a trained service animal only with acceptable documentation of the Service Animal's designation in relation to Participant's disability. In addition, Participants are solely responsible for all matters involving compliance with the host country's laws, regulations, customs, and practices as they relate to trained service animals. Designs on Learning is not responsible for any customs or immigration requirements (or any related issues) which could arise regarding service animals and all such matters are the sole responsibility of the Participants. Subject to the laws of the Program host country, Service Animals may be prohibited from entering public and/or private facilities and/or onto certain modes of transportation.

BILLING, PAYMENT, AND CANCELLATION POLICY

Participants understand that they are responsible for the Designs on Learning supplemental housing fee should they choose any accommodation other than the standard (default) accommodation. Those supplemental fees are published at <http://www.studyinthekingdon.com>. They must be paid in full by July 1 for the Fall Semester and December 1 for the Spring Semester. Participants also understand and agree that Designs on Learning does not give refunds (or partial refunds) for unused services that are included as part of the program fee. Participants understand that if their Designs on Learning-billed fees are not paid in full in accordance with the dates and timelines found in Designs on Learning's terms and conditions, their account may be sent to an outside collection agency for further collection efforts. Participants also understand and agree that should their account be sent to an outside agency for further collection, all fees relating to the collection of their outstanding balance will be added to their Designs on Learning account balance and they will be responsible for paying these fees in full. Participants understand that if they withdraw from a program, they must notify Designs on Learning in writing about their withdrawal. Withdrawals are effective only upon the date of receipt of written notification by Designs on Learning. Participants also understand that they are responsible for notifying their home institution of their withdrawal, and for any associated home institution penalties or fees. If they choose to withdraw or cancel their participation, their refund is based on the date of their cancellation made in writing. The cancellation schedule for refunds is as follows:

CANCELLATION/WITHDRAWAL SCHEDULE:

Program Participants acknowledge and agree to the refund policy of Designs on Learning.

- Student cancellation/withdrawal from program on or before August 1 (Fall Semester) and on or before December 15 (Spring Semester) = 100% refunded (less non-refundable fees*).
- Student cancellation/withdrawal from program from August 2 until and including August 14 (Fall Semester) and from December 16 until and including August 31 (Spring Semester) = 75% refunded (less non-refundable fees*).
- Student cancellation/withdrawal from program on or after August 15 (Fall Semester) and January 1 (Spring Semester) = 0% refunded.

*Non-refundable fees include the upcoming semester housing costs.

Please note that in all withdrawal circumstances the housing costs for the upcoming semester are non-refundable.

GOVERNING LAW, FORUM AND DISPUTE RESOLUTION

All program applications are subject to acceptance by Designs on Learning. These Terms and Conditions as well as the Participant Agreement are governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Any dispute or claim which refers or relates to this Participant Contract, any literature related to the Program, or the Program itself, shall be litigated solely and exclusively in those courts located in the City of Boston, State of Massachusetts, United States of America, subject to substantive and procedural Massachusetts law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein.

ATTACHMENT A: PROGRAM RULES AND PARTICIPANT EXPECTATIONS

Program Rules and Local Law

Participants are obligated to comply with U.S. and local laws and customs while traveling abroad. Many such local laws and customs may be substantially different from those in Participants' home country. Participants understand that their conduct can influence the educational benefits intended by the program. Designs on Learning reserves the right to decline or dismiss any person as a Participant in the program at any time, before or during the program, if the Participant (i) has failed to comply with any material provision(s) of this Participant Contract, or (ii) if the Participant's continued participation or presence in the program, in Designs on Learning's sole discretion, constitutes a risk to that person's health, or to the enjoyment, integrity, and/or safety for others in the program. Participants understand that conduct considered unacceptable to Designs on Learning includes, but is not limited to:

- Engaging in any criminal conduct or breaking any laws of the host location;
- Non-compliance or violation of any public health orders, local laws, or immigration requirements;
- Using, purchasing, distributing, or possessing any weapons, or use of any firearms;
- Using, purchasing, distributing, or possessing illegal drugs or any other controlled substances;
- Misrepresentation of identity;
- Disobeying academic policies, including, but not limited to, plagiarism and absenteeism;
- Abusive behavior toward others;
- Bullying;
- Sexual harassment;
- Consumption of alcohol or other intoxicating substances.

- Failure or refusal to take prescribed medications at the recommendation of medical professionals; and
- Unwillingness to cooperate with other Participants in the program, program staff, hosts;
- Violation of fellow students' privacy rights or Designs on Learning Code of Conduct.

Such conduct, as well as any other conduct which in the sole discretion of Designs on Learning may be damaging to the program, the Participant or other Participants, host families, working relations with governments, suppliers, and educational institutions with whom Designs on Learning contracts/cooperates, is grounds for dismissal from the program. Dismissal by Designs on Learning will not reduce any obligation for payment of full program costs.

PARTICIPANTS UNDERSTAND THAT IF THEY ARE DISMISSED FROM THE PROGRAM OR VOLUNTARILY CHOOSE TO LEAVE THE PROGRAM PREMATURELY, THEY ARE NOT ELIGIBLE FOR A REFUND OF ANY KIND.

PARTICIPANT EXPECTATIONS AND RESPONSIBILITIES

Independent Travel

Participants understand that any rights and privileges as a Participant, including housing, do not begin until the official program start date.

Participants must inform Designs on Learning of any travel that would affect their arrival on the advertised program start date.

After arriving at King Abdulaziz University, Participants will communicate all independent travel outside of Jeddah to Designs on Learning.

Participants acknowledge that they are required to participate in the orientation program offered by Designs on Learning before departure from the U.S. and in the in-person orientation offered by King Abdulaziz University.

As part of Participants' decision to travel, they will provide Designs on Learning a travel itinerary and contact information prior to departure from the program site.

All independent student travel must be done at a time that does not conflict with the academic program or any required Designs on Learning program activities.

Participants understand that they must follow any specific travel guidelines set by King Abdulaziz University staff.

Participants understand that they are solely responsible for all independent student travel throughout the duration of the Designs on Learning program.

Participants are responsible for reading all current public updates (U.S. State Department, World Health Organization, Centers for Disease Control and Prevention, etc.) about the health and safety situation in areas of, or in the country or countries to which they will travel.

Participants will obtain written approval from their home school and abide by their policies for independent travel. Participants will share this written permission with Designs on Learning before departure. Participants understand that Designs on Learning may not intervene or assist on their behalf once they have left the program site. Participants understand that in certain locations, Designs on Learning may not be able to render any assistance whatsoever.

Participants understand that local driving laws and practices are unlike those in the U.S. Designs on Learning strongly discourages Participants from driving, renting, leasing, or owning a motor vehicle while participating in the program, and will not offer assistance in the case of a driving related incident.

Designs on Learning Participants are expressly forbidden to use private vehicles to attend any Designs on Learning sponsored events and may be dismissed from the program for violation of this provision. Designs on Learning will not assist Participants with any personal motor vehicle-related issues, including problems resulting from the use of vehicles or accidents before, during, or after the program. Participants who choose to own/lease/rent/ drive vehicles do so entirely at their own risk.

Drug and Alcohol Policy

Students are subject to the laws of the host country and any policies and regulations of the host university. Consumption of alcohol or drugs is expressly forbidden. Designs on Learning will not be held legally or financially responsible for any consequence of Participant consumption of alcohol or drugs. Alcohol abuse, as well as using, purchasing, distributing, or possessing, illegal drugs or any other controlled substances, by students is a grave violation of the terms of participation and will result in dismissal from the program. Participants who consume alcohol or any other controlled substance do so entirely at their own risk. Penalties for drug violations in the host country are far

harsher than in the United States. Use of drugs other than prescribed drugs for legal medicinal purposes may result in expulsion from the study program, as well as possible criminal prosecution. Students traveling abroad are subject to the laws of the country they are visiting and are responsible for understanding legalities for medications even those of which are prescribed by doctors of their home country.

Mobile Phones

All Participants on Designs on Learning programs are required to have a cell phone that functions in the host country. It is the responsibility of each program Participant to obtain a cell phone for safety purposes. Cell phones must be activated and connected to a cellular network (either local or roaming). Participants cannot rely solely on Wi-Fi access to receive calls and/or send SMS messages or access data. Students are responsible for maintaining an active, charged cell phone on their person throughout the program including independent travel.

Once onsite at their Designs on Learning program, Participants may be provided with information regarding cell phone services available in the host country during their on-site orientation, but acquisition of said cell phone remains the responsibility of the student. The cost of these phones including, but not limited to, cellular data, insurance and other service charges are not included in the Designs on Learning Program Fee.

Protests and Demonstrations

Demonstrations, rallies, protests, and the like may occur in the host city or country while Participant is onsite. Designs on Learning expressly forbids Participants from attending, participating or knowingly venturing to an area of active in-person demonstrations. If Participant activities related to demonstrations, rallies, and similar events result in arrest, detainment, physical injury, damage or loss of property and/or death, Participant agrees to hold Designs on Learning harmless from any liability related to their decision to attend. In addition, Participant understands that Designs on Learning may impose disciplinary sanctions if Participant engages in such activity after being instructed not to attend or be in the vicinity thereof.

Pandemics/Epidemics (e.g., COVID-19)

Participants are expected to adhere to all safety behaviors, practices and policies set forth by the Government of Saudi Arabia. If Participants require special health accommodations, they must inform Designs on Learning prior to arrival. Individual sites may have rules or instructions specific to their locality for compliance with health and

safety guidelines. It is important you familiarize yourself with those rules, guidelines, regulations, ordinance, etc. upon arrival.

Late Arrival to the Program

Students are required to be present from the first day of the program orientation. In extremely rare cases, there may be valid academic or personal reasons for a student's late arrival. Permission for such arrangements can only be granted by Designs on Learning, and only upon receipt of both a written request from the student and written approval from the study abroad office at the student's home institution.

Student Program Orientation

The home institution will provide informational material covering relevant academic matters prior to the student's departure. It is the sole responsibility of the student to be familiar with this information and the policies of the home institution. Designs on Learning orientation is held via an online forum before Participant's departure from the U.S. King Abdulaziz University conducts its own orientation at the program site, which all students are required to attend.

ATTACHMENT B: ACADEMIC POLICY

Participants agree to the academic policies set by King Abdulaziz University, which has sole authority to confer grades and send student transcripts to their home institutions.

ATTACHMENT C: DESIGNS ON LEARNING CODE OF CONDUCT

Introduction

Participants enjoy the right to fully engage in all aspects of academic, cultural, and social life offered by the Designs on Learning program, regardless of race, color, religion, national origin, ethnic identification, age, political affiliation and/or belief, sexual orientation, gender, gender identity, gender expression, economic status, or physical or mental disability. Designs on Learning strives to create an environment safe for all Participants.

Purpose

The purpose of this Code of Conduct is to gain adherence from all Program Participants in upholding the Designs on Learning mission by maintaining a respectful and inclusive environment that actively promotes:

- The exchange of information, ideas, beliefs and opinions in diverse forms. This includes dissemination and discussion of controversial topics and unpopular points of view.
- Respect for freedom of expression, free inquiry, and civil discourse.

The Code of Conduct: Respectful and Inclusive Behaviors

- Participants will endeavor to create an inclusive environment that reflects how they wish to be treated and included. Therefore, they will make every effort to include others from different backgrounds in activities.
- Participants will treat others with respect, accept different opinions and perspectives, and recognize the individuality, freedom, and dignity of others.
- Participants will be attentive to stereotypes or racist misconceptions found within their environment, refuse to participate in any kind of discriminatory behavior, and respectfully create awareness that such behavior is hurtful.
- Participants will make every effort to recognize any violations of this Code of Conduct and report them immediately to Designs on Learning.

Social Media Policy

Designs on Learning recognizes that social media behavior is entitled to extensive protections under the First Amendment of The Constitution of the United States and will interpret this policy with those protections in mind. Students are expected to be respectful, careful, responsible and accountable for their use of social media. A student's right to make a statement does not mean that the speech has no consequences in terms of impact on others, judgments made about the speaker by third parties, or the impact on other stakeholders, including future employers. Students should not use social media to:

- a. Commit discriminatory harassment, threaten, or share posts that are defamatory towards another person.
- b. Claim or imply that they are speaking on behalf of Designs on Learning.

- c. Intentionally inflict emotional distress on others.
- d. Share any personally identifiable information about another person without their consent, in possible violation of U.S. or local data privacy laws in effect in their country of study.

Acknowledgement & Understanding

Participant and Parent(s)/Guardian(s) have carefully read the above provisions of the Participant Contract, including Attachment A (PROGRAM RULES AND PARTICIPANT EXPECTATIONS), Attachment B (ACADEMIC POLICY) and Attachment C (Designs on Learning Code of Conduct) and fully understand the terms therein. PARTICIPANT CERTIFIES THAT ALL STATEMENTS MADE IN THIS "DESIGNS ON LEARNING PROGRAM PARTICIPANT CONTRACT" ARE TRUE AND CORRECT AND MADE OF PARTICIPANT'S OWN FREE WILL. Participant agrees to comply with all Program terms and conditions herein.