

## **VOLUNTEER SERVICES AGREEMENT**

This Volunteer Services Agreement is a legally binding contract which sets forth all of the terms and conditions of Your agreement with A Broader View Volunteers Corp. As part of Your application process, You are required to verify and affirm that You have read and thoroughly reviewed this contract and that You understand, entirely accept and agree to be bound by all of its terms.

All services and volunteer arrangements provided by or through A Broader View Volunteers Corp are subject to this contract and Your completion of an application and/or corresponding payment of your program fee to A Broader View Volunteers Corp confirms your contractually binding agreement to all of the terms and conditions of this contract.

If you have any questions regarding this contract, please email A Broader View Volunteers Corp and we will be happy to assist you. However, this document, including any referenced exhibits hereto, is the sole source of any obligations and/or services to be provided by A Broader View Volunteers Corp and therefore no oral or other communications or documents regarding the substance of this agreement are relevant or binding upon A Broader View Volunteers Corp. You should retain legal counsel to assist you if you do not fully understand any provision included in this document.

### **1. Definitions**

This Agreement includes certain key terms that are specifically defined in the Definitions that follow. Other defined terms may be included in body of the Agreement. Defined terms are indicated by a capitalized letter at the beginning of the term and shall have the meaning and intent respectively defined below:

“Agreement” shall mean this Volunteer Services Agreement between You, as the Applicant, and A Broader View Volunteers Corp, including the Term Sheet/Invoice and any other written exhibits that may be referenced herein and/or attached to this document.

“Applicant” shall mean the specific person identified on the Term Sheet/Invoice that enters into this Agreement with A Broader View Volunteer Corp and may generally be used interchangeably with “You” or “Your” when possessively referring to You.

“Country Coordinator(s)” means the person(s) in the Host Country who organize and coordinate Placements of Participants.

“ABV” shall mean A Broader View Volunteers and may generally be used interchangeably with “We” or “Us” or “Our” when possessively referring to Us.

“Host Country” shall mean the Country in which Applicant is placed to perform volunteer services.

“Host Country Partners” shall mean the various persons, entities and/or organizations located within the respective Host Countries that have entered into an arrangement, relationship and/or contractual agreement with ABV and thereby generally agreed, subject to certain restrictions, to accept ABV Participants and allow the Participants to provide volunteer services in connection with Projects being conducted within the Host Country.

“Host Family” shall mean the people in the Host Country who provide living accommodations and meals to Participants during the Project, but may occasionally also include a hostel or similar volunteer guesthouse accommodation.

“Participants” shall collectively refer to persons that have volunteered services pursuant to an agreement entered into with ABV and generally includes the Applicant.

“Placement” shall mean the general process of placing Participants in a particular services Project located within a Host Country.

“Program Fees” shall mean the applicable fees to be paid to ABV by Applicant as identified in the Term Sheet/Invoice.

“Project” shall mean the specific venture and/or activity for which a Participant is engaged and selected to provide volunteer services, as more fully specified in the Term Sheet/Invoice.

“Project Period” shall mean the length of time for which a Participant is scheduled to work in the Host Country in completion of the Project, as more fully specified in the Term Sheet/Invoice.

“Project Staff” shall mean the directors, managers, employees, representatives and/or other agents that are responsible for or otherwise in charge of the Project for which Applicant is providing volunteer services hereunder.

“Term Sheet/Invoice” shall mean the document to be included as an exhibit/addendum to this Agreement which contains the specific terms of Applicant’s Placement, including a description of the Project, the Project Period, the applicable Program Fees to be paid by Applicant and any similar information and supplemental contractual terms and obligations specific to Applicant.

“Volunteer Coordinators” shall mean the respective entities and organizations located within each Host Country that generally coordinate and organize relief and volunteer services and primarily decide which Projects within their Host Country require the volunteer services to be provided by Participants.

## **2. Services Provided by ABV**

**2.1 Placement of Participants.** In consideration of Your payment of the Program Fees identified in the Term Sheet/Invoice and the volunteer services to be provided by You pursuant to this Agreement, ABV agrees to arrange a volunteer Project in a Host Country for which You shall provide volunteer services during the duration of the Project Period. Additional specific terms of the Project and the volunteer services to be provided by You are provided in the Term Sheet/Invoice. ABV is not obligated to perform any other services for or on behalf of You other than those specific services identified in this Section 2. Unless specifically provided otherwise in this Agreement, You shall remain solely responsible for paying any and all costs and expenses related to your participation in any Project and/or Placement.

**2.2 Placement Arrangements.** ABV will review and research Your Placement requests and attempt to reasonably match Your personal interests or preferences with the list of Projects made available to Us in conjunction with our Volunteer Coordinators. Since all Placements and corresponding Projects are based in developing nations and some in rural conditions, You are required to be flexible with regard to Placements and the specific Project that is ultimately selected and approved by ABV.

**2.2.1 Project Selection.** If, after Your arrival in the Host Country, You are dissatisfied with Your Project, ABV will likely be unable to timely find an alternative Project for You; however, the Country Coordinator will work with You to try to resolve any difficulties as quickly as practicable. ABV is not obligated to find an alternative Project if You are simply dissatisfied with the Project selected for You and identified in the Term Sheet/Invoice.

**2.2.2 Placement or Project Variance.** In some cases, the actual Placement or Project may differ slightly from the Placements and/or Projects described on Our website or in any related literature. Also, on many occasions, Project Staff may request that You assist with some additional jobs or services that are related to the assigned Project. In the unlikely event that it become necessary to move you from one project to another, in the same immediate location, the Country Coordinator will arrange transportation from Your old Project to Your new Project and ABV will advise You of this change as soon as reasonably possible.

If ABV is unable to confirm an alternative Project within the same Host Country or You do not wish to accept the alternative Project selected for You, ABV will refund to You any monies that may be due to You pursuant to section 5 below.

**2.3 Country Coordinators.** Country Coordinators are available in each Host Country. The Country Coordinator serves as the primary contact for the You in the Host Country during the Project Period. The primary purpose of the Country Coordinator is to welcome You to the Host Country and to assist You in getting situated to complete the Project. Specifically, the Country Coordinator will, during the Project Period, assist You with: (i) arrival in the Host Country by meeting You at the airport; (ii) arranging for room and board in the Host Country with the Host Family or hostel; (iii) orientation for the Host Country, its culture, the Host Family, general safety precautions, and related issues; (iv) introductions of You to the Host Family and, when reasonably possible, to other ABV volunteers (v) offer emergency help or support if reasonably possible and as needed. Once You are introduced to the Host Family, the Country Coordinator will periodically contact You, usually once a week phone call check ins or in person visits, to ensure that the Project is proceeding satisfactorily. In rare circumstances, the Project is located a great distance from the location of the Country Coordinator. In such an event, the project coordinator on site will report direct back to the Country Coordinator who will report back to ABV. There will always be an ABV presence or staff on-site at the program.

**2.4 Airport Reception.** The Country Coordinator and staff will pick You up from the airport in the Host Country if You timely inform Us of your flight schedule, in writing, at least four weeks in advance of Your arrival in the Host Country. Unfortunately, travel delays in developing countries are a common occurrence. If, due to unforeseen circumstances, You are delayed or miss a flight, it is Your responsibility to contact the Country Coordinator or ABV US office. You will also be provided an emergency telephone number to reach the ABV US office to report any delays.

**2.5 Host Family.** ABV arranges for a Host Family to provide living accommodations and meals for You during the Project Period. In terms of accommodations and meals, ABV guarantees safe, clean accommodations based on local standards (not always US standards). Volunteers are not permitted to stay longer than their pre-determined Project Period. In-country extensions of programs are prohibited. Each family is paid a salary based on the program length, as employees of ABV; financial matters are confidential between ABV and the Host Family. Any questions about this should be addressed to ABV US office directly, emailed to [volunteers@abroaderview.org](mailto:volunteers@abroaderview.org).

**2.5.1 Accommodations.** Accommodations vary among countries and regions and may also depend upon local conditions, the specific Project, or different programs. The accommodations will be basic to moderate but will vary depending upon the country and location within the country. Hygienic conditions for bathroom, toilet and related living facilities are often below western standards and are very primitive in many developing countries, you should be prepared to bring with you: (soap, toilet paper, shampoo, hand wipes, towels and others).

In most cases, the accommodations provided to You through the Host Family will consist of a separate bedroom, a shared lounge and kitchen area, a shared bath room, and accessible toilets. However, depending on the exact situation, You may be required to share a bedroom in the Host Family's home with other Participants. You will not be asked to share with someone of the opposite sex, but a shared bedroom is a possibility in many rural homes.

Any accommodations provided as part of a Placement are intended solely for use by Participants. No visitors of any Participant are permitted to make any use of any accommodations or meals provided by the Host Family. No visitors are allowed in the volunteer house, Host Family.

If You choose to spend time away from the accommodations provided during the Project Period, such as on an overnight trip that You organize, You do so at Your own cost and neither ABV nor the Host Family will refund or reimburse You for accommodation costs incurred by You during time spent away from the Host Family. You must officially advise the Country Coordinator and your Host Family of any travel weekend plans.

**2.5.2 Meals.** Through the Host Family, You are provided local foods, two to three times per day, for each day during the Project Period. The Host Family typically serves a family meal for all to eat and does not serve separate meals for You and/or each individual Participant. In certain circumstances, You may wish to supplement the provided meals with food purchased by You, particularly if You prefer a western diet. In such cases, You may wish to account for this contingency in Your personal finances and budget. Upon request, the Host Family will also provide boiled water for drinking and brushing teeth. The Host Family does not provide any mineral water, special diets or other beverage types. If You have a special or unique diet, You may contact ABV may attempt to assist You but neither ABV nor the Host Family has any obligation to assist You with special dietary needs. If You require any additional dietary or other supplements to the meals provided through the Host Family, You must make such arrangements as You deem necessary at Your own personal expense. All meals provided during the Project Period are provided exclusively through the Host Family so You are solely responsible for all meals while away from the Host Family. No refund or other reimbursement is available if You decide to spend time away from the Host Family during the Project Period.

**2.5.3 Allocation of Fees.** ABV offers its programs through local staff members, coordinators, or host organizations. ABV provides payment to these parties to arrange a number of services (airport receive/pick-up, transfer, selection of host family, projects, living accommodations, meals). ABV has no control over the allocation of fees, but has policies set in place to ensure that fees are being received accordingly. ABV does not control how the allotted fees to local partners or coordinators are used for telephone/internet, transportation, rent, utilities, communications, taxes, staff members, vehicles, airport receive/pick-up, transfer or donations. ABV does make donations both financially and with supplies to Project Sites, but on a rotating basis and not with every volunteer placement. With 21 countries and 165 Projects ABV allocates money from each program fee to support the various programs worldwide.

## **2.6 Travel Insurance**

ABV doesn't offer comprehensive insurance to its Participants with coverage available during the entire duration of the Project Period. In our website we offer Travel Insurance for other companies that are not related with ABV.

2.6.1 Issues and Problems. You agree to deal directly with ABV USA-based offices for any issues and/or problems. Country Coordinators will provide assistance, but all issues while in-country should be directed to the ABV US office.

2.6.2 Consent to Jurisdiction and Venue. You hereby agree that ABV is a US-non-profit registered Organization.

**2.7 Web Information.** Some information provided on ABV's website is generic in nature. ABV works with dozens of local projects while offering volunteer abroad programs. The nature of these programs

varies from location to location. Therefore, ABV does not guarantee complete accuracy of the information contained on the website. Volunteers agree to further verify all information prior to departure.

### **3. Responsibilities of Applicant**

**3.1 Payment of Program Fees.** In consideration for ABV 's services in planning and arranging Your Placement and/or Program, You hereby agree to timely pay to ABV all of the Program Fees listed in the Term Sheet/Invoice, as more particularly provided therein. Note: Participants requiring expedited placements or date changes will be assessed an additional fee. Payment in full is due 45 days prior to departure. Late payments will be assessed a \$50 late payment fee. Last minute bookings require full payment with the application, with 24hrs of confirmation, with Paypal or Money Order. No personal checks for last minute bookings.

**3.2 Placements and Projects.** You hereby agree to be open and flexible in accepting Placements and/or Projects within the Host Country You have indicated as Your preference and You agree, understand and acknowledge that ABV has relied upon Your agreement to be flexible in accepting Your Placement and/or Project. You are required to fulfill a 40 hour work week. Sightseeing and side trips are strictly limited to weekends. Work schedule is pre-determined by ABV and You can not make changes to this schedule. Request for days off, or time away from the program are based on the sole discretion of ABV US and the Country Coordinator. Any disregard for the work schedule will result in the immediate termination of Your program placement.

**3.2.1 Developing Countries.** Developing countries obviously have great needs but very limited resources. As a result, You hereby agree that Placements and Projects in developing countries can not and shall not be held to the same standards as similar Placements and Projects in developed nations. You agree that that You shall not request any Placement and/or Project in a developing Host Country unless You have a thorough understanding of what to expect as far as accommodations, meals and likely Project challenges.

**3.3 Applicant Information.** You hereby authorize ABV to collect and retain personal information about You in connection with Your application with Us and You agree to provide additional information about You as requested by ABV. Such information to be collected and considered by ABV in reviewing Your application includes, but is not limited to, references, employment history, health history and medical information, passport or driver's license numbers, current and previous mailing addresses, criminal background check and family members. You agree, understand and acknowledge that ABV may use Your personal information in company promotion materials (newsletter) or share Your personal information with the Project Staff, Volunteer Coordinators, Host Family and similar persons or entities in connection with possible Placements and/or Projects for You. If ABV should determine, in its sole discretion, that You are unsuitable for any Placement, You agree that ABV may terminate Your application request by notifying You of the termination. Upon any such termination, You agree that You are only entitled to any refunds that may be specifically required pursuant to section 5 below.

**3.4 Performance of Volunteer Services for Project.** For the entire duration of the Project Period, You hereby agree that You shall provide voluntary employment services in connection with the Project, as requested and directed from time-to-time by the Project Staff. You hereby agree to join Your Project on the correct date and to continue work on the Project throughout the duration of the Project Period based on a 40hr work week. Placements and accommodations commence based on the Invoice dates.

**3.5 Respect and Adhere to Local Culture, Customs, and Laws.** Asia, Africa, and Latin America are lands of cultural wonders and these countries cherish and staunchly protect their traditional cultures,

where values, thinking, dressing, and daily activities are very different from western culture. It is Your responsibility to understand and follow the local culture, customs and laws during Your entire stay in the Host Country. You agree to dress appropriately, respecting the culture of your Host Country and Host Family; you must do your research on this matter.

**3.6 Project Rules and Requirements.** In addition to the contractual requirements imposed upon You in this Agreement and the applicable laws of the Host Country, You are required to follow and adhere to any specific rules and/or requirements established by the Volunteer Coordinators for the applicable Host Country and any rules and/or requirements applicable to the specific Project. Please contact Us if You are concerned about any rules and/or regulations of Volunteer Coordinators and/or Project Staff or if You wish to read any such rules and/or regulations prior to executing this Agreement.

**3.7 Developing Countries.** Due to the fact that developing countries are poor and generally limited to primitive goods, services and resources, You agree, understand and acknowledge that You will not be provided and shall not expect to receive luxurious or superior accommodations and/or meals during the Project Period in a Host Country that is a developing or poor country. You further agree, understand and acknowledge that the living accommodations and meals in such developing countries will be minimal and basic.

**3.8 Contact Information.** You agree that it shall be Your sole responsibility to retain and carry with You any and all necessary contact information, including the address and telephone number of the contact host family and the Country Coordinator so that You may contact them in the event any need should arise.

**3.9 Responsibility for Program Acceptance.** You agree that it is ultimately Your responsibility to make sure that the assigned Project is the best Project for You and Your needs.

**3.10 Additional Information.** You are responsible for contacting ABV prior to accepting a Project and/or leaving for a Host Country to request from ABV any additional Project or Host Family information that You may need before accepting a Project and/or leaving for Your Project.

You also agree, understand and acknowledge that You are solely responsible for thoroughly researching the Host Country and Project selected for You, including contacting other Participants who have already worked in a particular Host Country or Project, to satisfy any and all of Your information needs before You pay the applicable Program Fees.

**3.11 Compliance with Host Family Rules.** You agree to respect the culture and follow the rules of the Host Family. Host Families in developing countries can be very sensitive to cultural differences and it is Your responsibility to discuss cultural issues with the Country Coordinator and/or Host Family.

**3.12 Visitors.** No visitors are allowed to stay overnight at the Host Family.

**3.13 Valuables.** You agree and acknowledge that You will not leave any valuable belongings unattended or in any room without a lock and that ABV is not responsible, under any circumstances, for any damaged, lost or stolen items. This also is true at the Project, things like cell phones, cameras; wallets, passports should not be taken, or left unattended at any time.

**3.14 Personal Care.** You agree that it is Your responsibility to clean Your own room each morning, clothes, and personal use items during the Project Period and to bring any necessary sleeping bags or other accessories needed for personal use during Your stay with the Host Family. You further agree that You may not and will not use any personal belongings of the Host Family such as TV, telephone, AC, Internet, washing machine or any other facilities without prior permission. For any such use, You agree

to separately pay for these products and services and acknowledge that the Program Fees fee do not cover any such items.

**3.16 Responsibility for Travel.** You agree, understand and acknowledge that You will be solely responsible for arranging and paying for Your own travel, specifically including all airfare to and from the Host Country and local transportation. It is Your responsibility to carry all necessary documents while you travel overseas. You agree that ABV shall not be responsible for any supporting documents necessary for Your travel needs or other purposes. You agree that ABV is not responsible for any airfare or for any other charges that may result from canceling, changing or transferring flights or other arrangements which may result or occur as a result of Your Placement and/or Project being revised, cancelled, terminated or otherwise modified due to Force Majeure and/or any event and/or circumstances outside ABV's control.

Program Fees do not cover in-country daily transportation.

**3.17 Personal Expenses.** You agree, understand and acknowledge that You are solely responsible for all of Your personal expenses during your Placement, which includes but is not limited to the cost of daily transportation to and from Your Host Family accommodations and Your Project.

**3.18 Insurance.** You are solely responsible for evaluating and determining the type, extent and levels of any insurance coverage You may need or desire during the Project Period, including, without limitation, coverage for: light work; the cost of cancellation of the Placement by You; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; kidnapping; liability arising due to personal injury to You or a third party; and cancellation of your Placement for any other reason. In addition, You agree, understand and acknowledge that You are solely responsible for reviewing the travel insurance and determining whether such coverage adequately and appropriately serves Your needs. You are also solely responsible for maintaining any necessary insurance documents with You as may be needed to prove any insurance coverage available to You.

3.18.1 Wildlife/Indigenous Volunteers Program (applicable only to participants applying for Wildlife Volunteers Program in Central and South America). Participating in the Wildlife Project involves some level of risk of injury, up to and including death of the volunteer participant. Wildlife Project Volunteers will come into contact with wild animals which can act unpredictably and may be capable of inflicting serious bodily injury upon humans. Wildlife Project Volunteers are to presume all animals that they come into contact with as a result of their participation in the Wildlife Project are wild animals and as such dangerous. Although some animals in the project may be tame, they are still wild animals and Wildlife Project Volunteers must treat them as wild animals at all times. Should a volunteer have any questions about what conduct is appropriate when dealing with wild animals and/or any specific animals they may encounter in the Wildlife Project they should direct such questions to the local partner on their project. Further, due to the nature of the Wildlife Project volunteers can be exposed to additional hazards in addition to those associated with dealing with wild animals. While our local partner takes every precaution to ensure the safety of volunteers participating the Wildlife Project you undertake all programs and associated expeditions entirely at your own risk. Considering the nature of the Wildlife Project volunteers assume all risks of injury, up to and including death, property damage, and any and all other losses and damages whatsoever that may result from their participation in the Wildlife Project, and all volunteers agree that ABV shall not be liable for any and all injury, up to and including death, damage to property, and/or any and all other loss or damages resulting from the volunteers participation

in the Wildlife Project. Further, the volunteers participating in the Wildlife Project agree that the above shall be binding upon the participant's dependants, heirs, legatees, estate, executors, administrators, and assigns. The volunteer, and his/her dependents, heirs, executors, administrators or assigns through the volunteers agreement to participate in the Wildlife Project, hereby agree to indemnify and hold harmless ABV , its members, managers, employees, representatives, assigns, and agents from any claims of whatsoever nature and from any liability for delay, loss, damage, injury, property damage, illness, death, or any and all other damages or losses arising from any cause whatsoever out of events related to, occurring, or in any and all other way connected to the participants involvement in the Wildlife Project.

**3.19 Prohibition Against Direct Contact.** You agree, understand and acknowledge that ABV has invested considerable resources in securing Your Placement and/or Project. As a consequence, You agree that You shall not directly contact any Project Staff, Volunteer Coordinator, school or any other similar contact or resource provided or otherwise disclosed to You by ABV and You agree that You shall not, under any circumstances, directly enter into any services arrangement with any such person or entity without ABV's prior written approval that conflicts with any of Your obligations hereunder to ABV. In the event of any breach by You of this subsection 3.19, You agree that You shall remain fully obligated to pay ABV for all Program Fees provided in the Term Sheet/Invoice and You also automatically waive and forfeit any and all rights to reimbursement provided in section 5 of the Agreement.

**3.20 Personal Liability.** You agree that You are and shall remain personally and solely liable for Your conduct, actions and/or omissions within the Host Country, including, without limitation, any damages You and/or Your guests may cause: (i) to the Host Family and/or accommodations provided by the Host Family; (ii) to the Project Staff and/or the Project; and (iii) any person or property located within the Host Country.

**3.21 Project Facilities.** You agree that You shall not make any personal use of any Project facilities (for example, a school's swimming pool or sports facilities) without the prior consent of the Project Staff.

**3.22 Passports.** You agree that You are solely responsible for ensuring that You have and maintain a valid passport that is acceptable to the immigration authorities of the Host Country of Your Placement and which will remain valid for the duration of the Project Period and for a period of at least 3-6 months after the termination of the Project Period.

**3.23 Responsibility for Immunizations and Medical Conditions.** You agree that it is and shall remain Your sole responsibility to ensure that You have taken appropriate medical advice from your doctor with respect to the Host Country in which you will be working, and that you have received all of the appropriate inoculations, immunizations and medical treatments with respect to the Host Country in which You will be placed within the appropriate period of time prior to Your arrival within the Host Country. In addition, You agree that you are solely responsible for bringing with You and maintaining any necessary/recommended medications or medical equipment (such as syringes, water sterilization tablets, mosquito netting and malaria tablets). You also agree to take reasonable steps to keep Yourself in good health by taking any such medications and not taking part in any high risk activities during your Placement which could compromise Your health.

**3.23.1 Medical Disclosures.** You agree that You will fully disclosed to Us any and all medical conditions and health issues that are relevant to Your Placement before departure and Your work on any Project. You agree that if You provide any incorrect or false information to us, You will be solely responsible for any results and/or legal consequences under the laws of the respective Host Country and/or the United States. If You have given any incorrect or false information about Your medical or mental

health conditions, You will be removed from the program immediately and You agree that You automatically waive and forfeit any right to any reimbursements otherwise payable pursuant to section 5 hereof.

**3.24 Food and Water in Developing Countries.** Water and food safety and sanitation in developing countries is not nearly as regulated in developing countries as it is in developed countries. As a consequence, tap water and local foods from smaller restaurants and food vendors is much more likely to be polluted, contaminated or contain impurities that could be harmful if digested. For these reasons, You agree that You are solely responsible for avoiding the consumption of tap water and avoiding foods from roadside vendors and/or cheap restaurants. Any consumption of tap water, without boiling it first, or eating foods from roadside vendors or similar sources may result in diarrhea or more serious ailments.

**3.25 Travel Advisories.** It is Your sole responsibility to investigate and adhere to any travel warnings from Your governmental agencies. You agree that ABV shall bear no obligation or responsibility whatsoever for any liability resulting from Your failure to follow any travel advisories. You hereby agree that You are solely responsible and do hereby assume all personal risks of traveling to and working in any Host Country.

**3.26 Visas.** In all cases, a visa is required for entering any Host Country to provide volunteer services. You agree, understand and acknowledge that You are solely responsible for arranging, obtaining and/or extending Your visa, including payment of any and all fees associated with Your visa.

**3.26.1 Visa Restrictions.** You acknowledge that many countries unfortunately do not offer visas specifically for volunteers and work permits are often very difficult or impossible to obtain, particularly for the following countries: Costa Rica, Ecuador, Ghana, Honduras, India, Kenya, Nepal, Peru, and South Africa. Accordingly, many volunteers choose to enter certain Host Countries on a tourist visa. You acknowledge that, technically, You may not be authorized to work in that Host Country on a tourist visa, either with or without pay, but it may be the only way that You are allowed into the Host Country and many Host Countries are tolerant of volunteers who are present on tourist visas. However, there is no guarantee that this will remain the position in any particular Host Country and You therefore agree, understand and acknowledge that there is a risk that You could have problems with local immigration authorities, particularly if You are offered and accept any form of payment for Your volunteer services, which you can't accept. As a consequence, You agree that if You are not prepared to accept these associated risks, You will only select a Placement in a Host Country where volunteer visas or work permits are readily available. Prior to Your designation of desired Placements, ABV can, upon request, provide You with more information on those Host Countries. You agree that You are solely responsible for ensuring that You have obtained a visa that is appropriate for You in the circumstances explained above and for the costs of obtaining such a visa.

**3.26.2 Visa Complications.** In the event that Your Placement has to be cancelled or significantly curtailed due to the immigration authorities not accepting Your visa as adequate in the circumstances set out above, We will use reasonable efforts to try to find a Placement for You in an alternative Host Country without extra charge, but You agree, understand and acknowledge that You are not entitled to any refund of any payments and/or Program Fees. If We are able to offer You an alternative Placement, You will be solely responsible for all costs and expenses involved in traveling to it and from the alternative Host Country. If We are unable to locate an alternative Placement, You agree that You shall remain solely responsible for all costs of Your return transportation from Your original Placement.

**3.27 Prohibited Activities.** You agree that You shall not engage in any missionary activities, criminal activities, illegal drug and alcohol use or trafficking, interactions with terrorist groups, or any political

activities. You agree that You will not travel alone after dark or engage in any other reckless or negligent conduct that could impact your welfare or safety such as alcohol abuse or ingesting any other drugs. You further agree that You will not swim in any open rivers or travel alone in dense forest or isolated areas where you may get lost. You agree that You will not drink alcohol, use drugs and smoke cigarettes inside ABV office/hostel premises, project facilities and host family premises. You also agree that You will not engage in any sexual or other activities which may be offensive to local culture and custom of host family. You also agree to respect the privacy and welfare of other volunteers living in the same hostel/hotel/host family. Failure to obey any of the above conditions will lead to immediate cancellation of your involvement in the Project and removal from the Host Family premises and You hereby forfeit and waive any rights to any reimbursement that may otherwise be provided in section 5 hereof.

3.28 Resolution of Complaints. It is Your responsibility to first try to resolve any complaints through the Host Family, Project Staff or the Country Coordinator before contacting ABV. However, if the problem is considered serious or not solved locally, You shall contact ABV immediately. ABV will promptly contact the Country Coordinator and any other parties involved in the resolution of the issue.

3.28.1. You agree that volunteer abroad program is not a guided tour. You agree that the program and travel itineraries are mere samples and are likely to change. You agree to be patient and flexible.

3.28.2. ABV program has some limitations in its ability to control certain matters (clearly stated in the Orientation material) related to developing countries, host families, projects, and over all program. You agree that such matters are outside the control of ABV and therefore you accept the risk that such matters can occur and release ABV from any and all liability/responsibility regarding such matters;

3.28.3 You agree to first attempt to resolve Your complaints or problem with the local project staff members, host family, and coordinators. You agree that numerous, minor issues can be resolved through patience, flexibility, respect, and negotiation. You agree to only contact ABV if the problem is not able to be solved locally, or if you feel ABV US intervention is required.

3.28.4. You agree that ABV pays funds (for accommodations, meals, insurance, etc.) in advance and is not able to have these funds returned to ABV once payment has been remitted. Therefore, ABV is not able to refund these funds to you. You understand the limitations of refunding and the importance of solving Your issues locally. You understand and agree that full refund is impossible.

3.28.5. In the event you fail to attempt to resolve your complaint or problem first with the Host Family, Project Staff or Country Coordinator before contacting ABV you agree that Your claim for a refund will not be valid and you will not receive any refund whatsoever.

3.29 For the general complaints after you agree to follow the following complaints management steps:

Submit Written Complaints: All complaints that are submitted to ABV must be submitted in writing and signed by You, which shall be deemed to constitute a representation by You that all statements contained in the complaint are true and correct. While submitting complaints You agree not to complain about the limitations of ABV program and services we never promised (our services, limitation of programs, and your responsibilities are explicitly given in many sub sections of terms and conditions)

Country Coordinator's reply: Once we receive your written signed complaints, ABV will forward it to country coordinator for response. ABV also collect information to verify your complaints from project staffs (where you worked), host family, project coordinator, and relevant witnesses.

Verification and Decision: Upon collection of all information about your complaints from host country, ABV will fairly analyze your complaints and make a decision. While making verification, we carefully analyze the facts, our promised services, and whether you violated the terms and conditions.

**Refund:** If ABV concludes that we failed to offer the promised services, we will give a partial refund after deducting the actual cost incurred on you. However, no refund will be made if we determine your complaints are not true, biased, fabricated, or you consistently ignore coordinators warning or violated terms and conditions or ignore limitation of our program (outlined in many subsections of our terms and conditions).

**Time Period:** completion of all complaints verification, analysis, decision, and refund (if necessary) generally takes 3-4 weeks.

#### **4. Program Fees and Application Procedure**

**4.1 Payment of Program Fees.** In consideration for ABV's services in planning and arranging a Placement and Program for You, You agree that You shall timely pay to ABV all of the Program Fees listed in the Term Sheet/Invoice. Late payments will be assessed a \$50 penalty.

**4.2 Nonrefundable Deposit.** Upon completion of Your initial application form, You shall pay a nonrefundable deposit to ABV in the amount of US\$ 120.00, which represents a portion of your Program Fees. The payment of the deposit to ABV shall be, in ALL cases, nonrefundable, only in the effect that we can't provide a placement; we will refund the deposit.

**4.3 Application Procedures.** Upon receipt of Your initial application and deposit, We will email You an orientation guide, which includes confirmation of Your initial application form and a Term Sheet/Invoice, which includes a schedule identifying the details of the deposit that You have paid Us and the deadline for Your payment to Us of the remaining balance of the Program Fees. Pursuant to the instructions included in the orientation guide, You must then complete the Questionnaire and the Agreement Form in full by the specified date. We will begin to arrange Your Placement once You have fully completed the Application Form. You will be advised of Your confirmed Placement and Project as soon as reasonably possible.

**4.4 Payment of Balance of Program Fees.** You hereby agree to pay to Us the remaining balance of the Program Fees at least **45 days** prior to Your scheduled arrival date of Your Placement, or at the time of application if you apply in less than 45 days from the proposed start date.

**4.5 Confirmation of Placement.** We will provide You with the final details of Your Placement not less than 30 days before your Placement start date. We cannot and do not guarantee the complete accuracy of the final details of Your Placement since the Country Coordinator and/or Project Staff is responsible for Your placement may occasionally make minor changes to these details prior to Your arrival without Our knowledge. This includes changes in host family, or Project site.

**4.6 Completion of Application.** We reserve the right to postpone Your arrival date at Your Placement if You do not complete all of the required forms and timely pay to Us the total remaining balance owed by You in connection with the Program Fees. The final deadline for receipt of Your completed application form, including this Agreement, and full payment of the Program Fees is 45 days before Your scheduled arrival date at Your Placement.

#### **5. Cancellation and Refund Policy**

**5.1 Refund Policy and Considerations.** Compared to similar Organization that provide comparable comprehensive volunteer service opportunities, ABV's Program Fees are significantly less than the fees charged by other such companies and Participants are encouraged to compare ABV's Program Fees to the fees charged by other similar programs. As a consequence, ABV operates on a much smaller profit margin and is therefore unable to provide and does not provide an open refund policy. It is solely Your decision to join our Program and no Applicant should participate in Our Programs if the Applicant feels

that he or she is paying more for the services than Applicant will be receiving from Our Program. ABV commits significant resources to arranging each Placement and Project. In most Host Countries, payments to Volunteer Coordinators, Country Coordinators, Project Staff and/or the Host Family are made well in advance to pay for their commitments and services. ABV is unable to recover these advance payments so ABV is required to adopt and enforce a strict policy against refunds, except as otherwise specifically provided in subsection 5.2 below.

**5.2 Refund Restrictions.** Your payment of the US\$ 120.00 deposit to ABV pursuant to subsection 4.2 is strictly non-refundable under any and all circumstances.

**5.2.1 Cancellation 46 or More Days from Start of Project.** If You notify ABV in writing of a requested cancellation of a Project fifty (46) or more calendar days from the start of the Project Period, as set forth in the Term Sheet/Invoice, ABV agrees to refund to You fifty percent (50%) of the total Program Fee, excluding the nonrefundable deposit fee of \$120.00 and any applicable bank or PayPal or credit card charges.

**5.2.2 Cancellation Less than 45 Days from Start of Project.** If You notify ABV of a requested cancellation of a Project on or after the start of the Project Period, no refund whatsoever will be made to You under any conditions or for any reasons.

**5.3 Cancellation of Project by ABV.** If ABV cancels a Project before the start of the Project Period, ABV will provide You a full refund of the applicable Program Fees. If ABV cancels a Project after the start of the Project Period because of a sudden outbreak of disease, political instability, natural disaster or similar condition beyond Our control, ABV will refund to You a portion of the Program Fees based upon the remaining weeks in the Project Period. The weekly rate ranges from \$150 per week depending upon the particular Host Country. **No refunds for the airfare or other travel-associated expenses will be paid or reimbursed.**

**5.4 Payment of Refunds.** Any refunds payable hereunder by ABV will be made to You within ninety (90) days from confirmation of cancellation.

## **6. Termination of Agreement**

**6.1 Immediate Termination of Agreement by ABV.** ABV reserves the right to immediately terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) ABV discover that You are involved in any illegal activities or convicted of any criminal activities before or during the Project Period; including use of alcohol, illegal drugs in the host family or Project site. (ii) Your behavior, actions and/or conduct is deemed threatening or unacceptable offensive in the judgment of the Project Staff and/or the Country Coordinator or otherwise causes fear or distress to any member or guest of the Host Family or anyone else involved in the Project; or (iii) you provide to ABV incorrect or false information about Your medical or mental health conditions. Any such termination pursuant to this subsection 6.1 shall be effective from the date of notice of termination and You agree that You shall not be entitled to any refund whatsoever.

**6.2 Termination After Notice and Cure Opportunity.** ABV reserves the right to terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) the Project Staff and/or our Country Coordinator feel that You are not fulfilling Your responsibilities and duties under this Agreement; including working 40 hrs per week in the Project (ii) You refuse to accept and perform Your volunteer services under this Agreement; or (iii) You violate any term of this Agreement. In the event ABV elects to terminate this Agreement for any of the grounds provided in this

subsection 6.2 above, ABV will first give You written notice identifying the violation alleged by ABV and You will have two (2) days from notice to remedy the alleged violation. If You fail to remedy the alleged violation within the specified cure period, ABV may proceed to terminate this Agreement by giving You written notice of termination. No refunds whatsoever shall be recoverable or payable to You in the event of any termination of this Agreement pursuant to this subsection 6.2.

**6.3 Effect of Termination.** In the event of any termination hereunder, You shall be required to immediately leave and vacate the Host Family premises and the Project premises. If you fail to immediately vacate and avoid the Host Family premises and/or Project premises, appropriate legal action may be initiated against You as is necessary to compel Your compliance. In all events, ABV shall bear no responsibility or liability for any termination hereunder and You are solely responsible for any costs of return travel, meals and/or alternative living arrangements.

## **7. Releases and Waiver of Liabilities**

**7.1 Assumption of Personal Risks.** YOU HEREBY AGREE, UNDERSTAND AND ACKNOWLEDGE THAT YOUR AGREEMENT TO TRAVEL TO, TEMPORARILY LIVE IN AND PROVIDE VOLUNTEER SERVICES ON A PROJECT IN A FOREIGN HOST COUNTRY NECESSARILY INVOLVES A CERTAIN DEGREE OF HAZARDS, INHERENTLY DANGEROUS ACTIVITIES AND PERSONAL RISKS TO YOU, BOTH FORESEEN AND UNFORESEEN, ALL OF WHICH ARE FULLY ACCEPTED BY AND SOLELY ASSUMED BY YOU. IN ADDITION, YOU HEREBY FULLY AND PERMANENTLY RELEASE AND FOREVER DISCHARGE ABV FROM ANY AND ALL LIABILITY FOR YOUR PERSONAL INJURY, EMOTIONAL INJURY, ILLNESS, DISEASE, DEATH, AND/OR PROPERTY DAMAGE THAT MAY RESULT OR OCCUR DURING YOUR PLACEMENT AND/OR THE PROJECT PERIOD.

**7.2 Release and Waivers in Favor of ABV.** YOU HEREBY FULLY, PERMANENTLY AND IRREVOCABLY RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE ABV , INCLUDING ANY AND ALL OF ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, MANAGERS, PARTICIPANTS, APPLICANTS, MEMBERS, EMPLOYEES, OFFICERS OR REPRESENTATIVES, AND ANY COUNTRY COORDINATORS, VOLUNTEER COORDINATORS, HOST FAMILIES OR OTHER PERSONS, ENTITIES, PARTIES, ORGANIZATIONS OR AGENCIES COLLABORATING WITH ABV (COLLECTIVELY “RELEASED PARTIES”), VOLUNTARILY AND WITHOUT DURESS, FROM ANY AND ALL ACTIONS, SUITS, LIABILITY, CLAIMS, DEMANDS, LOSSES, COSTS AND/OR CAUSES OF ACTION FOR DAMAGES OR OTHER LEGAL OR EQUITABLE RELIEF OF ANY NATURE INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, EMOTIONAL INJURY, ILLNESS, DISEASE, DEATH, PROPERTY DAMAGE OR OTHER LOSSES, EXPENSES AND/OR DAMAGES (COLLECTIVELY “CLAIMS”), WHICH MAY HEREAFTER ARISE FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT ARISING FROM YOUR PARTICIPATION IN ANY PROJECT OR PLACEMENT AND/OR ANY PROJECT, ACTIVITY OR EVENT SPONSORED, MANAGED, ARRANGED, OR PROMOTED BY, OR OTHERWISE AFFILIATED OR ASSOCIATED WITH ABV , WHETHER OR NOT FORESEEABLE OR CONTRIBUTED TO BY THE NEGLIGENT ACTS OR OMISSIONS OF ABV OR OTHERS.

**7.3 Acknowledgment.** You agree, understand and acknowledge that Your release and waivers in this section 7 in favor of the Released Parties effectively releases and discharges the Released Parties from any liability or claim that You may have against the Released Parties with respect to any Claims that may result from Your participation in any Placement and/or Project. You also agree, understand and acknowledge that ABV does not assume any responsibility or obligation to provide financial assistance

or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property.

**7.4 Insurance.** You agree, understand and acknowledge that ABV does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for Your benefit or for any other Participants, and You hereby expressly release ABV from any responsibility or obligation to do so. You agree, understand and acknowledge that ABV strongly recommends that You obtain and maintain suitable insurance coverage on Your behalf during the Project Period and that You are solely responsible for obtaining and maintaining such insurance.

**7.5 Medical Treatment.** You also hereby release and forever discharge the Released Parties from any and all Claims whatsoever that may arise on account of any first aid or other medical treatment rendered during Your participation in any Project or Placement and/or any other project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with ABV .

**7.6 Waiver of Special or Punitive Damages.** NEITHER PARTY TO THIS AGREEMENT, NOR ANY RELEASED PARTIES, SHALL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE RISK OR POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO ASSERT OR RECOVER ANY SUCH DAMAGES FROM ONE ANOTHER.

**7.8 Extent of Releases and Waivers.** You hereby agree, understand and acknowledge that the releases and waivers given by You in this Section 7 are intended by You and ABV to be as broad and as inclusive as permitted by law.

## **8. Additional Representations and Warranties**

**8.1 Volunteer Services.** You agree, understand and acknowledge that Your agreement to provide volunteer services in connection with Your Placement is an important condition of this Agreement and therefore You agree that the services We provide are not comparable to or to be treated as an alternative to any travel program. The opportunity to explore different cultures, customs, religions, languages and nature exists, but it only exists as a component of Your obligations to work as a volunteer in a Host Country. This means all “side trips” must be done on your free time during the weekends and not interfere with the 40 hour work week.

**8.2 Majority Age and Contractual Capacity.** You represent and warrant to Us that You are of majority age of eighteen years of age or older and that You have full and complete capacity and authority to bind Yourself to this Agreement. If you are underage your parent has to warrant us contractual capacity.

**8.3 Photographic Assignment and Release.** You hereby grant and convey unto ABV all rights, title, and interest in and to any and all photographic images and video or audio recordings that may include images and/or recordings of You and made by or on behalf of ABV or made with Our consent, in connection with Your participation in any Project or Placement arranged through ABV and/or any Project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with ABV , including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Your consent to such use by ABV includes mention of Your name, age, town/city/country/area of residence.

You hereby, grant ABV, the permission to use your email address, telephone number, images (photos), video, audio, writings (testimonies), and other recordings to use in the web pages, newsletters,

brochures, and all other kinds of promotional materials of ABV and its affiliated organizations, which we get by your contact with ABV and/or your participation in our program.

**8.4 Project Work.** You understand, agree and acknowledge that all work and details of the volunteer services to be provided by You in connection with the Project are governed solely by the Project Staff and ABV has no responsibility with regard to Your work on the Project and We cannot guarantee Your level or extent of work. We do guarantee work Projects that allow for 40hrs per week.

**8.5 Physical and Mental Health.** You represent and warrant that You are in sufficient physical and mental health to participate in the Placement and Project selected for You and do not have any physical or mental conditions which could impair Your ability to participate in any Placement or Project.

**8.6 Developing Countries.** You represent and warrant that You agree, understand and acknowledge that working in developing countries not only offers opportunities for great adventure and cultural immersion, but it also carries the corresponding limitations of developing countries. These limitations include, but are not limited to, poverty; poorer quality of food and water, poorer living accommodations, limited and less sophisticated medical services, limited or no democratic freedoms, limited or non-existent personal comforts such as air-conditioning, less stable governments, limited communication and transportation facilities; terrorist activities, higher criminal rates, beggars; and wide-ranging cultural differences that may affect Your stay in many ways. These are the realities of developing countries and You acknowledge and assume the task and risks of accepting these and other similar limitations during Your stay within a developing country. In addition to the foregoing, You agree, understand and acknowledge:

**8.6.1 Reduced Safety Standards.** Safety standards in most Asian, African, and Latin American countries generally do not meet the standards in the United States or other developed countries. Various risks exist in many areas of travel: by raft, canoe, boat, bicycle, train, plane, automobile, horseback, or by other means of conveyance; or on foot, roads, or trails; or at hotels.

**8.7 Consent to Placement and Host County Selection.** You agree, understand and acknowledge that You are solely responsible for determining which Host Countries You designate as Your preference and You hereby warrant and represent to ABV that You have thoroughly and exhaustively researched all Host Countries designated as a preference by You for Your Placement and You hereby consent to and accept all conditions of living and working in the Host Country in which You are placed and acknowledge that you are fully aware of any and all hardships and adversity associated with living and working in the Host Countries You have designated as Your preferences. For these reasons, You hereby warrant and represent that you will not assert or allege that ABV has misled You in any way in connection with any Placement for which You are selected.

**8.8 Transfer or Sharing of Your Personal Information.** In connection with Your Placement, it may be necessary for Us to transfer personal information about You, such as medical information, background-check information and details of any convictions, to a country or countries outside of the United States or Canada where an adequate level of protection of such data may not be provided and you hereby fully consent to any and all such transfers of Your personal information.

## **9. Indemnity**

**9.1 Your Indemnity of ABV.** You agree to fully indemnify and hold ABV harmless from and against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages arising out of or related to: (i) any breach by You of this Agreement; (ii) any damages, losses, personal injury, property damage, fines, assessments, fees or costs that are caused to or asserted against ABV as a result of Your

actions, inaction or omissions; or (iii) any contractual claim or other cause of action asserted against ABV as a result of Your conduct and/or Your failure to perform the volunteer services required hereunder.

## **10. Force Majeure**

**10.1 Project Delay or Cancellation Due to Force Majeure.** Various events which ABV is unable to control may arise and cause disruption, delay or cancellation of Your Placement or Project. Such circumstances are likely to include: 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, labor dispute, strike, work slow down or work stoppage and all similar circumstances beyond Our control (collectively “Force Majeure”). You agree, understand and acknowledge that ABV shall have no liability for any delay or cancellation of a Project or Placement due to Force Majeure and You hereby agree to accept all risks associated with the occurrence of any Force Majeure. ABV’s only obligation in the event of any Force Majeure is to reasonably attempt to reschedule or relocate Your Placement and/or Project. If ABV is unable to reschedule or relocate Your Placement and/or Project, You are entitled to seek any reimbursement of Program Fees that may be provided pursuant to section 5 hereof.

## **11. Miscellaneous Provisions**

**11.1 Construction and Interpretation.** Each and all parties hereto acknowledge and agree that this Agreement is not a standard contractual form and that each respective party hereto is represented, or had the opportunity to be represented, by legal counsel in connection with the matters set forth herein, and that this Agreement shall, for all purposes, be deemed drafted by all parties hereto and no rule of construction or interpretation shall be invoked either against or in favor of any party respecting the interpretation of any provision hereof. Whenever used herein, the singular number or singular nouns shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "party" shall mean an individual, a corporation, an association, a partnership, a trust and any legal entity.

**11.2 Section Headings.** All titles or headings to articles, sections, subsections or other divisions of this Agreement or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the meaning and intent and the content.

**11.3 Severability.** Wherever legally possible, each and every provision of this Agreement shall be interpreted in such manner as to render it valid, effective and enforceable under applicable law according to its express terms, but if any provision of this Agreement shall be deemed legally prohibited or invalid under applicable law by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or any of the remaining provisions of this Agreement, which shall remain in full force and effect absent said invalid provisions.

**11.4 Counterparts.** This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto (“Signing Party”), by execution of a counterpart or copy hereof,

expressly authorizes and directs any other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jurat's or similar pages thereto from the counterpart, facsimile or copy hereof executed by Signing Party and affix same to another identical counterpart, facsimile or copy hereof executed by Signing Party such that upon execution of multiple counterparts, facsimiles or copies hereof by all parties hereto, each party hereto may have a counterpart or copy hereof to which is attached signature pages containing signatures of all parties hereto, together with any such acknowledgment, attestation, witness, jurat's or similar pages relating thereto. The parties hereto expressly agree and acknowledge that facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

**11.5 Assignment.** ABV 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 ABV's prior written consent.

**11.6 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/ Invoice or such other address, facsimile or email address as such party may hereafter specify. Each such communication shall be effective (a) if given by telecopy 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

**11.7 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 there from 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.

**11.8 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.

**11.9 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.

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

**11.11 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 Philadelphia, Pennsylvania. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. All statute of limitations, prescriptive periods, estoppels, 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.

**11.12 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 Pennsylvania, United States of America, without giving effect to conflict of laws principles.

**11.13 Consent to Jurisdiction and Venue.** Each party hereto irrevocably consents to the jurisdiction of the United States of America and further consents to the specific jurisdiction of the state and federal courts of the State of Louisiana 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 Louisiana court or in any U.S. District Court sitting in the State of Pennsylvania (assuming such latter court has jurisdiction over such suit, action or proceeding), at the option of the party bringing such suit, action or proceeding, and also specifically waives any objection which it may have to the venue of any such suit, action or proceeding brought in Philadelphia, Pennsylvania and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. Nothing herein shall affect the right of either party to serve process in any manner permitted by law.

**11.14 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.

**11.15 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 or if underage the legal parent has read and agrees with this legal contract.

**11.16 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.