The following terms and conditions (“Terms and Conditions”) apply to the International SOS Scholastic Traveler Medical Membership Program ("the Program") provided by International SOS Assistance, Inc. ("Intl.SOS"). Scholastic Traveler Members ("Members") and their families are covered for the entire period during which they are with the Application, incorporated herein by reference, constitute the complete agreement ("Agreement") between the Member and Intl.SOS:

**Definitions**

Application means all information provided by the Member for the preparation and administration of the Program.

Home Country means the Member’s country of citizenship as stated on the Application. For purposes of provisions related to the repatriation of a mortal remains, "Home Country" shall mean the Member’s permanent place of residence or the country of his or her birth.

Member’s nationality; and (2) in the event of dual nationality, the Member must elect one nationality.

Host Country means the country or territory where the Member is visiting or living, which is not the Member’s Home Country.

Intervention means all Intl.SOS activities related to a single event.

Member means the person who is designated as Member on the Application and who is undertaking an academically-related trip outside his/her Home Country for up to one year. Members may bring dependent children, or life partner (collectively “Dependents”) who are eligible for services, provided such Dependents are designated on the Application and accompany the Member during travel.

Membership Fee means the fee for subscription to the Program.

Reimbursement(s) means any and all payments due to Intl.SOS, in addition to the Membership Fee, for services provided by Intl.SOS to Members in accordance with the Program terms and conditions.

Serious Medical Condition means a condition which in the opinion of an Intl.SOS physician requires emergency medical treatment to avoid death or serious impairment to the Member’s health. In determining whether a condition constitutes a Serious Medical Condition, the Intl.SOS physician may consider the Member’s geographical location, the nature of the medical emergency and the local availability of appropriate medical care or facilities.

Term means the term specified in the Application.

**Medical Assistance Services**

**MEDICAL ASSISTANCE**

24-Hour Worldwide Medical Information & Assistance

Intl.SOS will arrange and arrange for the provision of medical advice by a physician over the telephone for any Member calling an Intl.SOS assistance center. Such advice shall not be construed as telemedicine, telehealth, diagnosis, treatment or remote patient monitoring. In no event shall an Intl.SOS physician be deemed to have ultimate authority over the care or primary diagnosis of a Member.

Medical & Dental Referrals

Intl.SOS will arrange for the Member with names, addresses, telephone numbers and if requested by a Member and if available, office hours for physicians, hospitals, clinics, dentists and dental clinics (collectively called ‘Medical Service Providers’) within the area where the Member is located. Intl.SOS will assist Members with arranging for hospitalization, consultation with specialists, prescription medication and foreign language interpreters. Intl.SOS will arrange and pay for the cost of one economy class round trip airfare for a relative or friend to join a Member who is receiving treatment, medication or supervision at the commencement date of the Program, or at the start of any subsequent trip.

Emergency Medical Evacuation

Intl.SOS will arrange and pay for the ordinary and necessary expense of air and/or surface transportation, medical care during transportation, communications and all usual and customary ancillary charges incurred in moving and transporting a Member to the nearest hospital or clinic where the Member is receiving treatment, medication or supervision at the geographical location involved. Intl.SOS does not provide appropriate medical care is available, which may be a location other than the Member's Home Country.

Intl.SOS reserves the right, at its sole discretion, to determine whether the Member’s medical condition is sufficiently serious to require medical evacuation to avoid death or serious impairment to the Member’s health. In such circumstances, Intl.SOS may consider all relevant circumstances including, but not limited to the Member’s medical condition, the degree of urgency, the Member’s fitness to travel, air travel availability, and transport distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an Intl.SOS physician.

Medical Supplemented Repatriation

Intl.SOS will arrange and pay for the ordinary and necessary expenses to transport the Member from the Home Country or for subsequent in-patient or rehabilitative treatment, where following a medical evacuation to a place outside his/her Home Country. Intl.SOS will reserve the right, at its sole discretion, to determine the means or method by which such repatriation will be carried out, in making such arrangements. Intl.SOS may consider all relevant circumstances including, but not limited to the Member’s medical condition, the degree of urgency, the Member’s fitness to travel, air travel availability, weather conditions and transport distance in determining whether transportation will be provided by private medically equipped aircraft, helicopter, regular scheduled flight, rail or land vehicle. Transportation shall be carried out under constant medical supervision, unless otherwise approved by an Intl.SOS physician.

Repatriation of Mortal Remains

Intl.SOS will arrange and pay for all reasonable and necessary expenses for transporting the Member’s mortal remains from the place of death to the Member’s Home Country, or, if requested by a family member or legal representative and withIntl.SOS prior written approval, Intl.SOS will arrange and pay for the reasonable and necessary expenses for local burial at the place of death outside the Member’s Home Country, such expenses not to exceed the cost to repatriate the Member’s mortal remains from the place of death to the Member’s Home Country.

**PERSONAL ASSISTANCE**

Lost Document & Advice & Assistance

Intl.SOS will assist Members who have lost important travel documents (e.g. passport, credit cards) by providing instructions for recovery or replacement.

Emergency Messaging

Intl.SOS will use its best efforts to receive and transmit emergency messages between the family and the Member.

**EMPLOYEE PERSONAL ASSISTANCE**

Intl.SOS will provide a Member with an emergency cash advance subject to Intl.SOS first securing funds to pay for the costs of emergency class one-way airfare for the transportation of such minor children to the Member’s Home Country.

Retraveling Members

When Intl.SOS evaluates a Member and a traveling companion’s return air ticket is no longer usable, Intl.SOS will arrange and pay for one-way economy air transportation for the companion to the original departure point.

Travel Arrangement After Medical Evacuation

Following a Member’s medical evacuation by Intl.SOS and with Intl.SOS’ prior written approval, Intl.SOS will arrange and pay for the reasonable and necessary cost for airfare for the Member to return to his/her Home Country.

Emergency Family Travel Arrangements

Intl.SOS will arrange and pay for airfare for family members who need to join a hospitalized Member. The costs of travel services are the responsibility of the Member or the family member.

**ONLINE SERVICES AND INFORMATION**

**Travel Health Information**

Intl.SOS will provide Members with travel health information via a password protected Internet site. Intl.SOS destination reports, which are summary reviews of the health situations in over 170 countries and areas, are made available through the Intl.SOS Scholastic Traveler Portal. The reports provide up-to-date information on health risks, medical care and vaccination requirements. The Portal also contains useful information for travelers with links to world weather conditions, a currency exchange calculator, a directory of Internet cafes around the world, electrical plugs used abroad and translator tool handling 8 languages.

**Medical Expense Guarantee, Cost Review & Payment, Medical Monitoring**

Each Member can sign up to receive Intl.SOS email health alerts concerning travel health information. The service provides Members with the ability to receive up-to-date travel health information via their PC, laptop computer or online PDA or mobile phone. These recommendations are based upon the best judgment of Intl.SOS and its knowledge of the prevailing situation at the time the recommendation is made. Following a Member’s incapacity or death to receive the medical expense guarantee, cost review and payment, medical monitoring.

**Program Limitations**

The following limitations shall apply to the services in this Program:

- Emergency Medical Evacuation, Medically Supervised Repatriation & Repatriation of Mortal Remains maximum of $1,000,000 per Member per Intervention
- Transportation to Join a Hospitalized Member Maximum of $2,500 per Member per Intervention
- Transportation of Minor Children Maximum of $2,500 per Member per Intervention
- Return of Traveling Companion Maximum of $2,500 per Member per Intervention
- Travel Arrangement After Medical Evacuation Maximum of $2,500 per Member per Intervention

**Eligibility**

Intl.SOS has no obligation to render the services hereunder unless the following eligibility requirements have been met:

- Only those persons designated as Members on the Application shall be eligible for services under the Program.
- Coverage under the Program requires the Program be purchased prior to commencement of trip.
- Intl.SOS shall be obligated to provide services to Members only while they are traveling as defined herein.
- Membership continues only for the period for which the Membership Fee has been paid.
- Newborn children are covered under the Program. After the 45th day from the date of birth the Member’s inclusion on the Application is considered fully earned and nonrefundable.

Once a Member has paid the applicable fee.

**Payment of Membership Fee and Reimbursements**

(1) The Membership Fee is due and payable on or before the commencement of services. Intl.SOS shall have the right to offset any amount to render to services hereunder unless the Membership Fee has been paid in full.
(2) Any payments, guarantees or advances made by Intl.SOS under the Program on behalf of a Member are made as a agent for the Member. Intl.SOS may, at its discretion, require a deposit to be furnished by the Member to assure payment of services rendered and, in the event the Member defaults, the deposit shall be credited to the Member.
(3) The Member agrees to pay Intl.SOS all Reimbursements which are due and payable under or pursuant to the Program and the Agreement.
(4) The Membership Fee and Reimbursements are not of any applicable withholding taxes, customs, levies, excess taxes (including without limitation value added tax, goods and services tax, use tax and sales tax), derivative or similar charges imposed by any jurisdiction or government on Intl.SOS or on its services.
(5) The Member’s obligation to pay the Membership Fee and Reimbursements shall not be contingent upon the occurrence of any event or the validation of any claim.
(6) The Membership Fee is refundable only when a written request is received prior to the commencement of the Program. No partial refunds are permitted. After the commencement of the Program, the fee is considered fully earned and nonrefundable.
(7) Membership programs are not transferable.

The following treatment, items, conditions, activities and their related or consequential expenses are excluded unless Intl.SOS has given its prior written approval and the Member has paid the designated fees:

- More than one emergency medical evacuation and/or repatriation for any single medical condition of a Member
- Any medical evacuation due to a pre-existing condition
- Any cost or expense not expressly covered by the Program and not approved in advance and in writing by Intl.SOS and/or not arranged by Intl.SOS.
- Any travel insurance, no matter what type or level of cover, that the Member, in the opinion of the Intl.SOS physician, the Member can be adequately treated by any and all other local services.
- Any expense for medical evacuation or repatriation where the Member, in the opinion of the Intl.SOS physician, the Member can be adequately treated by any and all other local services.
- Any expense for evaualtion or repatriation when the Member is not suffering from a Serious Medical Condition, and/or in the opinion of the Intl.SOS physician, the Member can be adequately treated locally and/or the outcome of any insurance or third party claim.
- Any expense for medical evacuation or repatriation where the Member, in the opinion of the Intl.SOS physician, the Member can be adequately treated locally.
- Any expense or treatment related to childbirth, miscarriage or pregnancy. This exception shall not apply to any abnormal pregnancy or vital complication of pregnancy which endangers the life of the mother or poses a threat to the fetus of pregnancy.
- Any expense related to accident or injury occurring while the Member is engaged in the following hazardous activities including but not limited to trekking, caving, mountaineering or rock climbing necessitating the use of guides or ropes, pot holing, sky diving, parachuting, paragliding, bungee-jumping, ballroom dancing, deep sea diving utilizing hard helmet with air hose attachments, martial arts, raliing, racing of any kind other than on foot, and any organized sports undertaken on a professional or sponsored basis.
- Any expense for medical evacuation or repatriation when the Member is receiving treatment, medication or supervision at the commencement date of the Program, or at the start of any subsequent trip.
(10) Any expense incurred as a result of a self-inflicted injury, suicide, drug addiction or abuse, alcohol abuse, or sexually transmitted diseases.

(11) Any expense incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease.

(12) Any expense related to the Member engaging in any form of afloat flight except as a passenger on a scheduled airline flight; as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger traveling on a business related activity in a fixed wing aircraft owned or leased to the Member.

(13) Any expense related to the Member engaging in the commission of, or to the attempt to commit, an unlawful act.

(14) Any expense related to treatment performed or ordered by a non-registered practitioner not in accordance with the standard medical practice as defined in the country of treatment.

(15) Any expense incurred as a result of the Member engaging in active service in the armed forces or police of any nation; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection.

(16) Any expense which is a direct result of nuclear reaction or radiation.

(17) Any expense incurred for or as a result of any activity required from or on a ship or oil-rig platform, or at a similar off-shore location.

(18) Any expense, regardless of any contributory cause(s), involving the use of or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

Intl.SOS, at its sole discretion, will assist Members on a fee-for-service basis for Interventions falling under the above Exceptions. Intl.SOS reserves the right, at its sole discretion, to request additional financial guarantees or indemnification from the Member prior to rendering such services on a fee-for-service basis.

General Provisions

Indemnification

The Member agrees to indemnify, defend and hold Intl.SOS, its Subsidiaries and Affiliates, and their respective Directors, Officers and Employees, harmless from and against any and all claims, suits, actions, proceedings, or liabilities of any kind, including reasonable Attorney's fees and expenses, arising out of its wrongful conduct, omission or fault.

Force Majeure

Intl.SOS shall not be liable for failure to provide services and/or delays caused by acts of God, strikes, or conditions beyond its control, including but not limited to, sanctions, flight conditions or situations where the rendering of services is prohibited or delayed by local laws, regulators or regulatory agencies. Intl.SOS shall notify the Member of any circumstance likely to cause such failure or delay as soon as reasonably practicable.

Conduct of Others

The Member waives all claims against Intl.SOS for any loss resulting from any advice given, services provided or any acts or omissions of any service provider including, without limitation, providers of medical services, transportation, security personnel or legal services who are referred by Intl.SOS unless due to Intl.SOS' negligent acts or omissions, or willful misconduct.

Consequential Damages

In no event shall Intl.SOS be liable for any incidental, special, consequential or indirect loss, damages, costs, changes, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

Time Limitations

Any and all legal actions and claims arising under this Program shall be barred unless written notice thereof is received by Intl.SOS within one (1) year of the date of the event giving rise to such action or claim.

E-Commerce Policies

Without first obtaining the Member's consent, Intl.SOS shall not be permitted to (i) market to or otherwise contact the Member, either electronically or through other media, as a result of his/her use of Intl.SOS' Internet site; or (ii) use, sell, or disclose to any other party any Member-specific information it may have gathered about Members as a result of the Member's use of Intl.SOS' Internet site.

Other Limitations

The services are compiled from sources that Intl.SOS considers to be reliable or are expressions of opinion. Intl.SOS has made reasonable commercial efforts to ensure the accuracy of information, however, the information is provided 'as is' and includes reasonable judgments in the circumstances prevailing at the time. The information should not be construed as definitive or binding advice. Intl.SOS recommends that the Member consult with a travel medicine physician prior to traveling internationally. These Terms and Conditions are entered into between the Member and Intl.SOS, and are not intended by the parties, nor shall they be construed to, have an effect of creating or conferring any third-party beneficiary status or rights hereunder upon the Member or any other person (including family members) who may be eligible for services provided under the Program.

Fraudulent Statement

Fraud, misstatement or concealment in the statements made by, for or on behalf of the Member prior to or when effecting the Program, or any fraudulent claim hereunder shall render the Program null and void and all benefits and services shall be forfeited.

Authorization

Intl.SOS may require Members and their immediate family to give Intl.SOS written authorization and releases prior to rendering services under the Program.

Subrogation

Intl.SOS shall be subrogated to any right or claim that the Members may have against a third party and which results in the rendering of services by Intl.SOS under the Program.

Return to Work

The Member shall be solely responsible for the decision as to whether or not a Member returns to work or to an academic-related program.

Amendment

Intl.SOS reserves the right, in its sole discretion, to amend these Terms and Conditions. Any such amendment shall be effective as to the Member upon thirty (30) days written notice.

Relationship

The relationship of the parties shall be that of independent contractor and not of employment, partnership, or joint venture, unless expressly provided otherwise in the Program. Neither party shall have, nor represent that it has, any right or authority to bind the other or assume, or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in the Program. The Program is not a contract of insurance nor is Intl.SOS an ERISA administrator or fiduciary.

Confidential Information, Trade Secrets, Trademark(s), Copyright(s) & Other Property Rights

Each party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other party that have been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use or disclosure of such information or trade secrets except under the terms of the Program, or unless authorized to do so by the disclosing party. Intl.SOS shall own and have the exclusive right to all data, documents, intellectual property and software used or generated by it with respect to the Program and shall have the right to retain copies of any documents provided to it.

Geographic Scope of Service

The services provided by Intl.SOS under this Program are rendered on a worldwide basis. Intl.SOS shall be under no obligation to provide the services to Members, who in the sole opinion of Intl.SOS are located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

Governing Law

The Agreement shall be construed and governed by the laws of the Commonwealth of Pennsylvania, United States of America. The venue for all claims and disputes under the Agreement, and all lawsuits filed concerning the Agreement, shall be maintained in Bucks County, Pennsylvania, United States of America.