



INTERNATIONAL STUDIES ABROAD

AFRICA ASIA EUROPE LATIN AMERICA PACIFIC

## WEBSITE TERMS AND CONDITIONS

ISA is a division of WorldStrides, Inc. To view full WorldStrides Terms and Conditions, please visit <https://worldstrides.com/terms-and-conditions/>.

### USE OF THE PLATFORMS

The Platforms are provided to assist customers in determining the availability of travel-related goods and services, to convey information about WorldStrides and its programs, to allow customers to share and access information and content concerning WorldStrides programs for which they or their children are registered, and to permit customers to make legitimate reservations or otherwise transact business with suppliers, and for no other purposes.

Subject to the terms and conditions of this Agreement, WorldStrides hereby grants to you a non-transferable, nonexclusive, limited license to access, view and use the Platforms and to print individual pages from any Platform for your personal, non-commercial use, without any right to re-license, sublicense, distribute, assign or transfer such rights. This license is subject to the following restrictions: you may not (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content, trademarks, trade dress, images, illustrations, designs, icons, photographs, video clips, written information, software, products, or services obtained from this website, except as expressly permitted herein; (b) use a personal account on this website for commercial gain; (c) access or copy any content on the Platforms using any spider, robot, or other automated means without express written consent from WorldStrides; (d) alter or remove any copyright notice or other proprietary notices from the content of the Platforms; (e) decompile, reverse engineer or disassemble the software of any Platform; or (f) do anything that, in WorldStrides' sole discretion, causes an unwarranted strain on the infrastructure of this website or WorldStrides' computers or servers.

Any breach of this Agreement shall immediately terminate the license and rights granted by WorldStrides hereunder, and may subject you to civil and/or criminal prosecution.

You warrant that you are at least thirteen (13) years of age and possess the legal authority to enter into this Agreement and to use the Platforms in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of the Platforms (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of the Platforms by minors under 13 in connection with your name or account.

### COMPLIANCE WITH LAWS

You agree not to post content that is hateful, disparaging, distasteful, threatening, or pornographic; or content that incites violence, contains nudity, or contains graphic violence. You agree to comply with all applicable local, state, national and international laws, rules and regulations, including, without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

### USER ACCOUNTS

If you have an account on the Platforms, you are responsible for protecting your account information, and you are entirely responsible for any use of your account by you or anyone other than you. If you have an account on the Platforms, you must keep your contact information up to date. You also warrant that all information supplied by you or members of your household in using the Platforms is true and accurate. You agree that the travel services reservations facilities of the Platforms shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. You understand that overuse or abuse of the travel services reservation facilities of the Platforms may result in you being denied access to the Platforms. WorldStrides reserves the right to deny access to anyone to the Platforms (in its sole discretion) at any time and for any reason, including but not limited to, any violation of this Agreement. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited.

### PROPRIETARY RIGHTS

All content of the Platforms, and the operation and interface of the Platforms, is protected by copyright law and other intellectual property laws, and is WorldStrides' proprietary content or is licensed to WorldStrides with the permission of the owner. Users with accounts may make limited copies of their travel itineraries and related documents for their own personal use, but may not distribute, copy, display, license, sell, or base derivative works on any content, goods, or services made available on the Platforms.





Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select, or the registration in any other WorldStrides program. You agree to abide by the program-specific terms or conditions of purchase, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of fares, products, or services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of the Platforms, or your registration for any program offered herein.

#### DIGITAL MILLENNIUM COPYRIGHT ACT NOTICES

If you have a good faith belief that content on this website is infringing a valid copyright that you own, you or your representative may send us notice by sending the following information in writing: a clear description that identifies the underlying copyrighted work that you allege is being infringed; a clear description that identifies the infringing material, including information that allows such material to be located (this typically requires a URL); a statement that you have a “good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law”; a statement that “the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed”; your contact information so that we can reply, including your email address and telephone number; and, the signature, digital or otherwise, of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed upon.

Such notice may be sent to: Legal Counsel, WorldStrides, 218 West Water Street, Suite 400, Charlottesville, VA 22902. WorldStrides will review and address all notices that comply with the stated requirements. WorldStrides may, in its sole discretion, choose to share any and all notices with [chillingeffects.org](http://chillingeffects.org) for publication. Anyone who falsely claims copyright infringement may be liable for damages.

#### SMITHSONIAN NAME AND SUNBURST

The name of the Smithsonian Institution and the sunburst are registered trademarks of the Smithsonian Institution and WorldStrides is an authorized user.

#### USER CONTENT

As between you and us, you own all content and information you post or share using the Platforms or any WorldStrides social media channels (referred to as “User Content”), such as posting or sharing comments, photos, and videos.

By posting User Content, you hereby grant to WorldStrides a non-exclusive, fully-paid, royalty-free, worldwide perpetual license to reproduce, display, perform, distribute and otherwise use your User Content in connection with the Platforms and for other WorldStrides marketing purposes, including, without limitation, the Platforms, social media, e-mail, and other marketing and customer communications. WorldStrides may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others, and we may use your User Content to advertise and promote WorldStrides.

You promise that you own all rights to your User Content or, alternatively, that you have the right to give WorldStrides the rights described above; you have paid and will pay in full any fees or other payments that may be related to the use of your User Content; and your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

WorldStrides may refuse to accept or transmit User Content for any reason, and can remove User Content from the Platforms at any time and for any reason.

#### MODIFICATION OF THESE TERMS AND CONDITIONS

WorldStrides reserves the right to change the terms, conditions, and notices under which this website is offered.

WorldStrides’s performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of WorldStrides’s right to comply with law enforcement requests or requirements relating to your use of this website or information provided to or gathered by WorldStrides with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

#### LIABILITY DISCLAIMER

The information, software, products, and services published on the Platforms may include inaccuracies or typographical errors. WorldStrides makes no warranty regarding the accuracy, reliability, timeliness or completeness of the information, text, graphics, links, and other content contained on the Platforms, and is not responsible for the conduct, whether online or offline, of any person or organization using the Platforms, including any violation of this Agreement. Changes are periodically added to the information herein. WorldStrides, its affiliates, and/or respective suppliers may make improvements and/or changes to the Platforms at any time.



You assume all responsibility and risk for the use of the Platforms and the Internet generally. All information and materials provided on the Platforms are provided “as is,” without any express or implied warranty or representation of any kind, including, without limitation, warranties of merchantability, fitness for a particular purpose and noninfringement. You acknowledge, by your use of the Platforms, that your use is solely at your own risk.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WORLDSTRIDES OR ANY PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES OR AGENTS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, RESULTING FROM YOUR USE OF THE PLATFORMS OR FROM ANY CONTENT SUBMITTED VIA THE PLATFORMS OR OTHERWISE IN CONNECTION WITH THE SERVICES OFFERED THEREON. WORLDSTRIDES SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES RESULTING FROM YOUR USE OF THE PLATFORMS.

In no event shall WorldStrides, its affiliates, and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, in any way connected with, the use of the PLATFORMS, or with the delay or inability to use THE PLATFORMS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE OF DATA, LOST PROFITS, OR BUSINESS INTERRUPTION, EVEN IF WORLDSTRIDES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you

#### NO UNLAWFUL OR PROHIBITED USE: INDEMNIFICATION

As a condition of your use of the Platforms, you warrant that you will not use the Platforms for any purpose that is unlawful or prohibited by these terms, conditions, and notices. With respect to any claims brought by third parties as a result of your breach of this Agreement, your violation of any law or the rights of a third party, or your use of the Platforms or the materials or services provided therein, you agree to indemnify and hold harmless WorldStrides and its officers, employees, directors, and agents as to all damages, losses, and expenses of any kind, including reasonable legal fees and costs, related to such claims.

#### LINKS TO THIRD-PARTY SITES

The Platforms may contain hyperlinks to websites operated by parties other than WorldStrides. Such hyperlinks are provided for your reference only. WorldStrides does not control such websites and is not responsible for their contents, privacy policies, data retention, or other practices. WorldStrides’ inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

#### TRAVEFY, INC. TERMS OF USE

The services offered on the Website use technology licensed to us by Travefy, Inc., and its affiliates and subsidiaries (collectively, “Travefy”). By creating an account on and using the Website, you accept and agree to the terms and conditions of Travefy’s Terms of Use and Privacy Policy, available at <https://travefy.com/terms-of-use-privacy-policy>. Travefy’s Terms of Use and Privacy Policy are expressly incorporated into [this Policy/these Terms].

#### COMMUNICATIONS WITH YOU

WorldStrides may communicate with you regarding your use of the Platforms, including your submission of User Content, your user account, and any travel reservations you make via the Platforms. You agree to receive e-mail communications that are necessary for the normal functioning of the Platforms or in connection with the products and services offered thereon and to promptly comply with any and all such e-mail communications.

#### TRANSMISSION OF INFORMATION

Because we do not control the security of the Internet or other networks you use to access the Platforms or communicate with us, we can’t be, and are not, responsible for the security of the information that you choose to communicate with WorldStrides and the Platforms while it is being transmitted. In addition, WorldStrides is not responsible for any data lost during transmission.

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WorldStrides reserves the right to change the terms, conditions, and notices under which the Platforms are offered. Your continued use of the Platforms after any such change constitutes your acceptance of any modifications to such terms, conditions, and notices.

WorldStrides may at any time, in its sole discretion, terminate this Agreement by discontinuing operation of the Platforms. WorldStrides reserves the right to terminate access of any party and prevent any party from accessing the Platforms at any time and for any reason, including, without limitation, a violation of this Agreement or applicable law.

WorldStrides’ performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of WorldStrides’s right to comply with law enforcement requests or requirements relating to your use of the Platforms or information provided to or gathered by WorldStrides with respect to such use.



#### CHOICE OF LAW; JURISDICTION

This Agreement and any claim or action related thereto will be governed by the laws of the Commonwealth of Virginia without regard to or application of its conflict of law provisions. All claims, legal proceedings, or litigation that arises out of your use of the Platforms must be brought solely in the federal or state courts in the Commonwealth of Virginia, and by using the Platforms you consent to the jurisdiction of and venue in the state and/or federal courts in the City of Charlottesville, Virginia and waive any objection as to inconvenient forum. If you are accepting the terms of this Agreement on behalf of a United States federal government entity that cannot legally accept the provisions for choice of law, jurisdiction, or venue described above, then those provisions do not apply to you but instead this Agreement will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent allowed by federal law, the laws of the Commonwealth of Virginia (excluding choice of law provisions).

#### PRIVACY POLICY

For WorldStrides' privacy policies, please visit: <https://worldstrides.com/privacy-policy/>.