

GRADCITY.COM, INC CUSTOMER AGREEMENT

THIS DOCUMENT, WHICH INCLUDES EXHIBIT A HERETO, WHICH WILL NEED TO BE READ AND ACCEPTED BY YOU, CREATES A CONTRACTUAL RELATIONSHIP BETWEEN STUDENTCITY, INC. AND YOU, "THE CUSTOMER." AFTER READING THIS ENTIRE CUSTOMER AGREEMENT (THE "AGREEMENT"), IN ORDER FOR YOUR TRAVEL OR VACATION PACKAGE RESERVATION ("VACATION PACKAGE," "TRIP," OR "RESERVATION") TO BE COMPLETED, YOU MUST INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS FOUND IN THIS AGREEMENT. ACCORDINGLY, FAILURE TO ACCEPT THIS AGREEMENT WILL PREVENT YOU FROM COMPLETING YOUR RESERVATION OF A VACATION PACKAGE WITH STUDENTCITY.COM, INC.

Please Read Carefully

TOUR OPERATOR: STUDENTCITY.COM, INC d/b/a GradCity.com, 8 Essex Center Dr, Peabody, MA 01960 (collectively with its owners, directors, officers, employees and agents herein referred to as "SOC"), has arranged the vacation package and acts as agents for the goods and services described in this brochure/flier/invoice/website/confirmation.

PACKAGE PRICE/INCLUSIONS: See brochure/flier/invoice/website/confirmation for package inclusions. All package inclusions are subject to terms and conditions contained herein. Unless specifically indicated otherwise in brochure/flier/website/invoice/confirmation. All rates are published as of July 15, 2009 and subject to change without notice due to changes in transportation rates, available class of service, changes in government taxes/fees, etc. Any fuel-related increases and/or changes in government taxes/fees will be assessed no later than 10 days prior to departure and must be paid by all passengers, regardless of whether account is paid in full or not. Reservations received after early incentive dates are subject to price increases described in the brochure; please see our website for current pricing. The price of the package is based on a minimum number of paid travelers per bus/motor coach. Minimums not being met could result in an additional charge or a change in pick up location. Price does not include incidental charges (i.e. phone calls, tipping, food outside of packages set forth in the brochure etc.).

RESERVATIONS AND PAYMENT OPTIONS:

A. DEPOSITS: Your NON-REFUNDABLE per person deposit amount described in brochure/flier/invoice/website/confirmation is required by due date in order to secure reservation. Monthly and final payments are due in our office by the due date associated therewith. Payment due dates vary according to your Vacation Package and chosen payment plan. Please refer to your web account or invoice for exact payment due dates or contact our office. Failure to make on-time payments may result in cancellation of reservation, loss of first choice hotel, flight, cruise and/or other transportation, reservation suspension, assessment of a late payment fee or reinstatement fee, and/or removal of all price discounts/adjustments and booking incentives previously applied to your account. Before Final Payment Due Date (FPDD) up to \$100 of your NON-REFUNDABLE deposit is reusable for one year from the date of cancellation.

B. DEPARTURE TAXES/FEES: Unless otherwise indicated, all U.S. and foreign arrival/departure taxes and fees are due with final payment. Customer is responsible for paying any increases in government taxes and/or fees prior to departure. For cancellation fee schedule, please see Section IV herein below.

C. PAYMENT TYPES:

- CHECKS** - For all Vacation Packages checks and money orders should be made payable to: "STUDENTCITY.COM" or "GRADCITY.COM". Receipt of deposit by SOC constitutes acceptance of these terms and conditions by Customer. There is a service charge for all checks returned to SOC for any reason including, but not limited to insufficient funds or stop payment.
- CREDIT CARD/NON-CASH PAYMENTS** - SOC accepts Visa, MasterCard and Discover. You may make credit card payments on our secure website, by calling our office, or by completing the SOC credit card authorization form (available on our brochure/website) with cardholder's billing address and signature. Customers paying by credit card agree to all terms and conditions contained herein and agree to waive all charge back rights.
- AUTOPAY** - If this payment option is chosen, your checking account or credit card will be automatically debited for your monthly payment on the first week of each month. Your final payment will be automatically debited on your final payment due date (including any fees/charges that have been added to your account per the terms of this Agreement) on your final payment due date, this amount will not be automatically debited. There is a service charge for all dishonored drafts.
- THIRD PARTY VENDORS** - SOC is not responsible for decisions by third party vendors such as, but not limited to, MTV/Citibank for any discounts or promotions. This includes, but is not limited to, being denied for a credit card, or not qualifying for an advertised discount.

ALL ACCOUNTS NOT PAID IN FULL BY FINAL PAYMENT DUE DATE ARE SUBJECT TO CANCELLATION AND CANCELLATION PENALTIES DESCRIBED HEREIN.

CANCELLATIONS: YOUR RIGHT TO A REFUND IS LIMITED. Cancellation/refund requests must be in writing and cannot be made verbally. NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS. Cancelled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Charges and fees for products, services, attractions or excursions to be supplied in addition to the base Vacation Package are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums. Cancellations and fees are subject to the following schedule:

61 days or more prior to your Final Payment Due Date (FPDD) - Cancellations received in our office 61 days or more prior to your FPDD will be assessed a fee of \$250 plus any transportation (airline, ship, bus, etc.) and/or other vendor imposed charges/fees (park passes, ski tickets, travel insurance premiums, etc.).

60 days or less prior to your Final Payment Due Date (FPDD) - Cancellations received in our office within 60 days before your FPDD will be assessed a fee of \$375 plus any transportation (airline, ship, bus, etc.) and/or other vendor imposed charges/fees (park passes, ski tickets, travel insurance premiums, etc.).

After your Final Payment Due Date (FPDD) - Cancellations received in our office after your FPDD will render all monies previously paid to be non-refundable, unless you have purchased the Travel Protection Insurance Plan ("the Plan") as described in Section X herein below and cancel for a reason covered under that Plan

ROOMMATES: You are responsible for finding your own roommate(s). Your reservation will be invoiced at the MAXIMUM OCCUPANCY, usually quad (4) occupancy. Once final rooming lists are completed by you and/or your organizer any occupancy surcharges are your responsibility and must be paid immediately. This is also true if any or all of your roommate(s) cancel or are cancelled for any reason.

HOTEL SECURITY DEPOSITS: You may be charged up to \$150/person refundable hotel security deposit that in some cases will be precollected by SOC. Any damage specific to your room is the responsibility of the travelers occupying the room. This includes but is not limited to damage or housekeeping charges. Some hotels may charge other nonrefundable fees, such as 'security wristband fees', which typically do not exceed \$40. We do our best to disclose these fees at specific hotels, please contact us for specific information on your chosen hotel.

TRAVEL PROTECTION: SOC is not responsible for loss or damage to personal belongings or for personal injury or illness. SOC STRONGLY SUGGESTS THAT YOU PURCHASE THE COMPREHENSIVE TRAVEL PROTECTION PLAN. This plan has increased limits and additional benefits, such as medical cancellation, trip interruption, and lost luggage protection to cover unforeseen contingencies. See Travel Protection brochure or our website for complete details. Travel Protection premiums are non-refundable and cannot be purchased or cancelled after the final payment due date.

DEPARTURE DATES: SOC will try to accommodate specific departure day requests, however, unless you have purchased our Flight-Lock™ option, the following will apply:

For 7-night Vacation Packages prior to May 1st - SOC reserves the right to use Friday, Saturday, Sunday or Monday departures of your chosen weekend

For Vacation Packages after May 1st - For most tours, SOC reserves the right to plan your departure date 1-14 days following your represented graduation date (or, if you are not a student, the earliest possible departure date; you must e-mail this date to CustomerService@GradCity.com), unless your graduation date is prior to June 4th, in which case SOC reserves the right to plan your departure date any time on or prior to June 18th. If you are not in school or attend a different school than your reservation's organizer, your travel date is assigned under this clause by the represented graduation date of your reservation's organizer.

TRIP MODIFICATIONS: In the unlikely event of a modification to the published trip: a hotel overbooking or any other situation which SOC in its sole discretion deems to necessitate an accommodation/transportation/itinerary option change, SOC will provide equivalent or upgraded accommodations or activities/ events in the best interest of the traveler. If SOC finds it necessary to make such changes, no partial refund will be offered. If SOC is not able to provide travelers with their Vacation Package deemed equivalent, for any reason, we reserve the right to send customer a full refund less any non-refundable charges passed on to SOC, therefore having no further obligation.

GENERAL: SOC reserves the right to use your photo or likeness, for future promotional pieces including but not limited to brochures, promotional video, website etc., unless traveler submits in writing declining this right prior to the program. SOC thanks you in your participation and feedback in our programs. For marketing alliances SOC also may share your mailing information with necessary vendors and/or strategic partners for present and future trips.

ARBITRATION: I AGREE THAT ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO THIS CONTRACT, THE BROCHURE, OR ANY OTHER LITERATURE CONCERNING MY TRIP OR THE TRIP ITSELF SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN THE COMMONWEALTH OF MASSACHUSETTS, ACCORDING TO THE THEN EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH PROCEEDINGS WILL BE GOVERNED BY SUBSTANTIVE MASSACHUSETTS LAW.

CHOICE OF LAW: THESE TERMS AND CONDITIONS AND ANY ACTIONS AND PROCEEDINGS BROUGHT HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MASSACHUSETTS. WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IF THE RIGHT TO SEEK ARBITRATION IS FOR ANY REASON WAIVED BY BOTH PARTIES, OR IF JUDICIAL REVIEW OF ANY ARBITRATION DECISION IS SOUGHT; ANY ACTION OR LEGAL PROCEEDING TO ENFORCE ANY PROVISION HEREOF; OR BASED ON ANY RIGHT ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF MASSACHUSETTS, OR, IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS, AND ALL OF THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND OF THE APPROPRIATE APPELLATE COURTS IN ANY SUCH ACTION OR LEGAL PROCEEDING AND WAIVE ANY OBJECTION TO VENUE OR JURISDICTION IN CONNECTION THEREWITH.

WAIVER OF JURY TRIAL: IN CONNECTION WITH ANY ACTION OF LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT THE PARTIES HEREBY SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THAT EITHER PARTY MIGHT HAVE TO DEMAND A JURY TRIAL.

RESPONSIBILITY: I UNDERSTAND AND AGREE THAT ALL TRAVEL ARRANGEMENTS INCLUDED IN THIS TRIP ARE MADE ON MY BEHALF UPON THE EXPRESS CONDITION THAT NEITHER SOC NOR ITS OWNERS, EMPLOYEE, OFFICERS OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACT OR FAILURE TO ACT OF ANY THIRD PARTY, SUCH AS OPERATORS OF AIRCRAFT, TRAINS, MOTOR COACHES, PRIVATE CARS, CRUISE VESSELS, BOATS, SHIPS OR ANY OTHER CONVEYANCE, HOTELS, SIGHTSEEING EXCURSIONS, LOCAL GROUND HANDLING, ETC. WHICH ARE TO OR DO SUPPLY ANY GOODS OR SERVICES FOR MY TRIP. I FURTHER UNDERSTAND THAT SOC NEITHER OWNS NOR OPERATES SUCH THIRD PARTY SUPPLIERS AND ACCORDINGLY AGREE TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD SOC RESPONSIBLE FOR THEIR ACTS OR OMISSIONS. WITHOUT LIMITATION, SOC IS NOT RESPONSIBLE FOR ANY NEGLIGENT OR WILLFUL ACTS OR CRIMINAL ACTS OF OTHERS, INCLUDING BUT NOT LIMITED TO OTHER TRIP PARTICIPANTS, OR FOR ACTS OF GOD OR FORCE MAJEURE, WEATHER EMERGENCIES, BREAKDOWN, OR FAILURE OF MECHANICAL EQUIPMENT, GOVERNMENT ACTIONS, INCLAMENT WEATHER, SICKNESS, ATTACKS BY ANIMALS, AVAILABILITY OF MEDICAL CARE OR THE ADEQUACY OF THE SAME, CRIMINAL ACTIVITY OF ANY KIND, THREAT OF TERRORISM, TERRORISM, WAR, CIVIL DISTURBANCE, FIRE, SANITARY CONDITIONS, QUALITY OR SANITATION OF FOOD, QUARANTINE, CUSTOMS REGULATIONS, EPIDEMICS, STRIKES, HOTEL OVERBOOKING, SAFETY AND/OR SECURITY STANDARDS AT HOTELS OR OTHER ACCOMMODATIONS, ANY PROBLEMS OR INJURIES WHATSOEVER ARISING FROM CUSTOMERS' CONSUMPTION OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS OR FOR ANY OTHER REASON BEYOND THE CONTROL OF SOC, AND I UNDERSTAND, AGREE WITH, AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THE RELEASE AND WAIVER OF LIABILITY SET OUT IN THIS DOCUMENT.

ACKNOWLEDGMENT OF RISK: I understand and acknowledge that my travel in connection with and participation in the travel or Vacation Package ("Vacation Package" or "Trip") arranged at my request by SOC may involve risk and potential exposure to injury and possibly death. I specifically acknowledge and recognize the potential for injury and death which can result from my, or other people's, irresponsible and immature use of alcohol and/or illegal drugs in connection with, or during, this Trip. I also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, employees, officers or agents of SOC or the negligence or participation of other participants, contractors and/or subcontractors to SOC. I also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during my Trip.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the travels and related activities in which I am intending to engage, I confirm that I am physically and mentally capable of participating in the activity and that I will be mature and responsible in my behavior and particularly in connection with any drug or alcohol use in which I may participate. I am willingly and knowingly electing to participate in this Vacation Package in spite of the potential risk of danger and I willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by me or caused by me, whether caused in whole or in part by the negligence of the owners, agents, officers, employees, contractors or subcontractors of SOC.

RELEASE OF LIABILITY: In consideration of the services and arrangements provided by SOC, I, for myself and for my heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify SOC, and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during my travel in connection with the scheduled Vacation Package and any activities conducted in conjunction therewith. I SPECIFICALLY UNDERSTAND THAT I AM RELINQUISHING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENCE ACTS OR CONDUCT OF THE OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF SOC.

EXPRESS WAIVER OF ANY RIGHT TO SEEK CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES: Regardless of the situation or circumstances giving rise to a claim, I waive any right to seek consequential, punitive or exemplary damages against SOC, its owners, officers, directors, agents, contractors, subcontractors and employees, for any reason whatsoever. MEDICAL AUTHORIZATION: I hereby authorize any medical treatment reasonably necessary for any injury which I incur while participating in this Trip.

MEDICAL EXPENSES: I either have medical insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred by me or on my behalf during such Trip.

SEVERABILITY: I agree that if any term set forth in this document is found to be unenforceable, all other terms set forth in this document are severable from the terms that are invalidated.

SELLER OF TRAVEL: StudentCity.com is registered as a seller of travel in the following states including Washington-Seller of Travel ID #602488397, Florida Seller of Travel #FST-SIG1759 and California Seller of Travel #CST2054787-40. This does not constitute approval by the state of California. California law requires certain sellers of travel have a trust account or bond. This business has a bond with Capital Indemnity Corporation in Madison, WI. This seller of Travel is not a participant in the California Travel Consumer Restitution Fund.

The information and descriptions contained on this brochure are intended to be a summary only and are NOT intended to be complete descriptions of all terms, exclusions and conditions applicable to your trip. For our complete terms and conditions, please visit our website at http://gradcity.com/documentation/HIS_Tour_Agreement.pdf or call 1-877-GRADCITY to have them mailed or faxed to you.

REGISTRATION FORM - 1. PLEASE PRINT CLEARLY 2. USE YOUR FULL LEGAL NAME

School/Group Name _____

Legal name: F _____ M _____ L _____

Mailing Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell _____

E-Mail Address _____ Parents E-mail _____

Emergency Contact Name _____ Phone _____

Birth Date ____/____/____ Male _____ Female _____ Class of _____

Travel Dates: ____ Spring ____ 1-14 days after graduation Approx. date of travel _____

Hotel Choice _____ Standard Hotel Option _____ All-Inclusive Hotel Option _____

PAYMENT OPTIONS

3. DO NOT SEND CASH

Please attach a minimum \$150 (\$100 for tours under \$700) non-refundable/reusable deposit. Make checks payable GradCity MONTHLY

For packages less than \$700: Minimum payments of \$75/month (spring & summer), final payment due 12/15 for spring tours, 2/15 for summer tours. **For packages more than \$700:** Minimum payments of \$150/month (spring), \$100/month (summer), final payment due 12/15 for spring tours, 2/15 for summer tours.

FLEX PAY

For packages less than \$700: \$100 due 8/1, additional \$200 due 11/1, final payment due 12/15 for spring tours, 2/15 for summer tours. **For packages more than \$700:** \$150 due 8/1, additional \$300 due 11/1, final payment due 12/15 for spring tours, 2/15 for summer tours.

AUTO PAY

Checking account or credit card will be automatically drafted for your payments the first week of each month (including final payment on your final payment date). You must include a voided check or your credit card info below.

Bank Account Holder _____ Bank Name _____

Bank Account Number _____ Bank Routing Number _____

GRADCITY ACCEPTS VISA, MASTERCARD AND DISCOVER

Name on Card _____ Charge Amount \$ _____

Card Number _____ Exp. Date _____

Billing Address _____

By signing here, I hereby authorize GradCity.com to charge my credit card and I waive all charge back rights:

Cardholder Signature _____ Date _____

Student Signature _____ Date _____ Parent Signature _____ Date _____

BY SIGNING THIS REGISTRATION FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND HEREBY AGREE TO THE SUMMARY TERMS AND CONDITIONS SET FORTH HEREIN, AS WELL AS THE COMPLETE CONTRACT TERMS AND CONDITIONS (AVAILABLE ONLINE, OR THEY CAN BE SENT BY EMAIL, FAX OR US MAIL)