

THE U EXPERIENCE

STUDENT HANDBOOK

Last Updated: October 1, 2020

Mission Statement

The U Experience is bringing currently enrolled university students together on a single, unaffiliated campus, by establishing semester-long residence arrangements in various pre-selected locations and creating communities for young adults whose courses have moved online. With safety in mind, The U Experience is creating a “bubble” environment where its members can come to live out the college experience with total peace of mind.

The U Experience is dedicated to not only recreating but completely reimagining the college experience and the way students from across the country interact with one another on a single campus. No longer must students learn strictly alongside peers at their university. Through The U Experience, students can consume knowledge from their traditional curriculum and make progress toward their diploma while connecting with others from a network of universities. The spaces created by The U Experience are designed to facilitate the free flow of ideas across students from a diverse set of backgrounds and experiences.

The Student Handbook

This pamphlet and the materials herein constitute The U Experience’s Official Handbook (“Handbook”). This Handbook and The U Experience program (“Program”) have been designed with extensive thought and care, including in consultation with university, public safety and medical professionals, to provide our student residents with a safe, healthy, enriching, once-in-a-lifetime experience.

This Handbook summarizes guidelines for the Program, including Program standards of conduct for all participating students, and for staff and resident advisors. This Handbook is intended to disseminate and reinforce measures for the health, safety and welfare of all Program participants, and to ensure compliance with campus location contracts, insurance requirements and applicable laws and regulations as related to the Program.

We require all Program participants (“Residents”) and Staff to be familiar with and follow the strictures of this Handbook. Failure to abide by the rules, regulations, policies and procedures set forth in this Handbook may result in disciplinary action, including dismissal from the Program.

We may amend, update, supplement or replace this Handbook from time to time. Any changes will be provided to all students and Program participants when made.

Student Contract

We require all accepted students and other participants to acknowledge their familiarity with and acceptance of and agreement to abide by the guidelines, rules and regulations set forth herein by signing and returning the Acknowledgement, Acceptance and Joinder in the form attached as Appendix A. When signed and returned to use, this Handbook constitutes a contract with each accepted student. Students should read each provision of this Handbook carefully, and consult with parents or other advisors, to ensure that they fully understand what is expected from them and from their fellow students. Enrollment in the Program carries the responsibility to abide by our health and safety requirements and to maintain the integrity of your campus residence (“Residence”).

Rights, Rules, Responsibilities

Student Conduct and Expectations

The U Experience deeply values a strong community and civil interactions between students. We expect students to live up to the standards delineated in this Handbook, which are intended to foster Program learning and enrichment goals and a healthy student environment.

The U Experience was conceived and designed to give every accepted student a unique experience. The programming and residential life experience are similar to but broader than the traditional campus experience, as every student is thoroughly vetted and chosen in part based on a combination of their unique characteristics and where they fit into our goals for the overall class.

1. Prior to Entering The Residence

1.1. All Program students must:

- 1.1.1. Download the The U Experience Mobile App and create a profile.
- 1.1.2. Fill out the The U Experience Student Medical History form.
- 1.1.3. Submit to a Program-designated Covid-19 test. The test will take place at a reasonable date soon after the student’s admission into the Program, scheduled so as to ensure that test results will be received and submitted to our staff prior to the start of the Program or prior to joining our campus location, whichever is earlier. Students must self-quarantine during the period of time between testing and arrival on campus. Self-quarantining includes social distancing, the use of a mask at all times when adequate social distancing is not achievable, and all other recommended or reasonable safety precautions necessary to prevent exposure to oneself or others. Our COVID-19 testing and safety policies and protocols are set forth below.
- 1.1.4. In accordance with our COVID-19 Policy, our on-site Administrators reserve the right to take all necessary precautions, including quarantine, should a student arriving on campus be suspected of any medical illness or exposure to

- any contagious illness.
- 1.1.5. Students and staff in-residence for a given semester will be in the “bubble”, socially distanced from others. To ensure the safety of all campus occupants (student and staff), students will be permitted to leave the campus premises only for Program-sanctioned purposes and only using approved transportation and subject to procedures specified by staff on a case-by-case basis. Students will not be permitted to return to campus during the semester should they leave for any unsanctioned excursion at any time, unless specifically approved and re-tested.
 - 1.1.6. Any and all violations of the COVID-19 protocols and “bubble” protection provisions in the Handbook will be subject to a zero-tolerance policy. Each is responsible for the safety of all.
 - 1.1.7. Upon arrival at our campus location, students must possess all personal belongings they intend to have throughout the semester. Students will be permitted to make online purchases for delivery or arrange off-campus purchases through staff, if determined to be reasonably achievable on a case-by-case basis. No student will be allowed to leave the campus to purchase or pick up goods, essential or non-essential.
 - 1.1.8. Possess some form of valid state or federal identification.
 - 1.1.9. Possess valid health insurance in accordance with the requirements of the Affordable Care Act (see “Minimum Essential Coverage,” 6 U.S. Code § 5000A).
 - 1.1.10. No refunds will be granted for any violation of this subsection.

2. Experience Fee

2.1. Cost and Payment.

2.1.1. Cost of attendance (“Experience Fee”) includes:

- 2.1.1.1. A private bedroom and bathroom, fully furnished, with unlimited wireless internet and utilities included. Utility services include air conditioning, heat, electricity and bathroom water service.
- 2.1.1.2. Optional daily meal plan, which includes up to three meals per day.
- 2.1.1.3. Discretionary on-campus events, which may include complimentary meals and beverages.
- 2.1.1.4. Access to pool, gym and other available amenities.
- 2.1.1.5. 24/7 campus security.
- 2.1.1.6. COVID-19 testing in accordance with our COVID-19 policy.
- 2.1.1.7. Guest speaker series
- 2.1.1.8. Weekly room cleaning, basic toiletries, and laundry facilities in accordance with Residence-specific protocols.
- 2.1.1.9. Student activities and social events.
- 2.1.1.10. The U Experience Mobile App.

- 2.1.2. Experience Fee does not include:
 - 2.1.2.1. Travel and transportation to and from campus expenses.
 - 2.1.2.2. Food and beverage other than that provided as part of the Program meal plan.
 - 2.1.2.3. Personal electronic devices (laptop, phone) for use in online classes, which students are expected to provide for themselves.
 - 2.1.2.4. Personal and incidental expenses
- 2.1.3. The U Experience may in its discretion (but is not obligated to) pay for certain expenses such as food and beverage for special events. If this occurs in any instance, such occurrence shall not create any continuing or additional rights or entitlements on the part of the student for similar or other discretionary benefits.
- 2.1.4. The Experience Fee must be paid in full in immediately available US currency, by wire transfer or ACH credit, prior to the start of the Program.
- 2.1.5. In rare circumstances, students may elect to engage in optional supplemental programming at additional cost.
- 2.2. Cancellation.
 - 2.2.1. Due to the custom-nature of the program and the importance of each individually selected student as contributing to a vibrant community, no refunds can or will be granted once a student pays the Experience Fee unless otherwise provided in this Handbook.
 - 2.2.2. After commencement of a semester, no refund will be available to a student who voluntarily withdraws from or leaves the Program or who must withdraw due to any violation of the standards of conduct laid out in this Handbook (or any other official The U Experience posting).

3. Student Conduct

- 3.1. Boundaries
 - 3.1.1. Rooms.
 - 3.1.1.1. Residents have exclusive occupancy rights with respect to their assigned rooms, subject to lodging rules established by the specific Residence and this Handbook. A Resident (“Host”) may decide to permit another Resident (“Guest”) access to their room or opt not to do so, at their personal discretion.
 - 3.1.1.1.1. Guests who violate or abuse a Host’s decision concerning permitted entry or activity within the host student’s room may be subject to expulsion.
 - 3.1.1.1.2. The Host is responsible for clearly communicating his or her expectations to Guests, with regard to entry into and activities within the host student’s room, including relative to numbers or identity of guests and the duration of the in-room visit.
 - 3.1.1.1.3. If a Guest is uncooperative, obstreperous or impaired, and either is unable to or refuses to heed a Host’s request, the Host shall use reasonable efforts to control the situation and/or call or alert

on-site Administrators.

3.1.1.1.4. Mutual respect, good behavior and self-control are essential responsibilities of all Residents.

3.1.2. Campus.

3.1.2.1. The remote campus location for each student's Program experience is confirmed prior to commencement of the Program, and identified in the Mobile App. The Executive Team selects campus locations based primarily on suitability for a campus "bubble". Other factors include the desirability and convenience of the location, on-property amenities, geographic and other diversity among prospective Residents for a given Program class, and the desired size of the Program class, semester-by-semester.

3.1.2.2. As stated elsewhere in this Handbook, once a student enters campus they will not be permitted to leave and then return without our on-site Administrator's express written permission, which may be conditioned on proven compliance with safety measures deemed necessary. Students should presume that if they leave campus without permission for any reason, they will not be allowed to return.

3.1.2.3. Students permitted to leave the Residence will be required to follow the Onboarding Protocol, as outlined in the Covid Policy.

3.1.2.4. No refund will be issued if a Resident, even if granted permission to leave, does not or cannot return.

3.1.2.5. Students suspected to have harbored an unsanctioned visitor will face expulsion.

3.1.2.6. No pets or companion animals of any kind, including service animals certified as such, will be permitted on campus.

3.1.2.7. Students will be responsible for their own personal possessions. If a campus location has a safe, our Administrative Team will assist a student who wishes to store valuables for safekeeping. Such arrangements will be at the sole risk and expense of the student.

3.1.2.8. Program activities and supervision will be managed by our Administrative Team. The campus location generally will be managed by the owner or its property management company ("Facility Manager"), subject to a facilities use contract between our Administrative Team and the property owner (the "Use Contract"). Among other things, the Use Contract provides for the Program's exclusive use of designated space for the campus "bubble", and provides for physical separation of non-Program personnel, as well as standards and procedures for cleaning, trash and recyclable removal and other basis services provided to support the campus use each semester. If there are specific Use Contract covenants that are not included in this Handbook, such covenants will be posted to the U

Experience App and will be deemed to be incorporated within and made a part of this Handbook.

3.1.2.9. The following is a non-exclusive list of health, safety and regulatory rules in effect for the campus location.

3.1.2.9.1. Public areas of the property shall not be obstructed nor used for any purpose other than regular public lodging use and enjoyment. Students shall not place or store bicycles or other personal effects in hallways or public areas of the campus property.

3.1.2.9.2. Students will not make or permit loud or disturbing noises within the property, including in individual rooms. Students will not interfere with the rights, comforts or conveniences of others in residence.

3.1.2.9.3. No signs, advertisements, notices, lettering or descriptive designs shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a room or anywhere in the public areas. Personal items may be displayed in individual rooms so long as the items can be removed without damage. Nothing may be nailed or affixed semi-permanently to walls.

3.1.2.9.4. Our Residence Administrator and the Facility Manager will retain a pass key to all rooms and regular housekeeping, maintenance and repair, replacement of any furniture or furnishings, or inspection if any situation arises which is considered an emergency.

3.1.2.9.5. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any room or anywhere within the campus property.

3.1.2.9.6. Students shall not appear at or use the public areas of the property except in appropriate attire.

3.1.2.9.7. There shall be no solicitation by any student anywhere upon the property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Facility Manager and our Executive Team.

3.1.2.9.8. Students shall not use fire doors for ingress and egress, except in emergency situations.

3.1.2.10. Students are responsible for all personal charges incurred by them. If Residents post credit card accounts with the campus Facility Manager for ordering food, beverage or incidentals, our Residence Administrators will assist students in establishing the necessary arrangements. All personal charges shall be charged to individual students and are the sole responsibility of the individual students.

3.1.2.11. The Experience Fee does not include parking privileges at the campus location. Students may arrange with the Facility Manager to use parking or valet services as may be provided, at the student's sole risk and expense. All parking will be subject to the Facilities Manager's rules

and regulations.

3.1.2.12. Students who violate this subsection may face expulsion.

3.2. Academics

- 3.2.1. Students are required to be enrolled in an online learning program throughout the semester.
- 3.2.2. As applied within all sections, “online learning program” is a distance learning program that is offered by an approved educational provider. Postgraduate study programs will be accepted on a case by case basis.
- 3.2.3. If a student is expelled or suspended from, or voluntarily leaves the online learning program, the student is required to leave the Program and Residence. No refund will be issued in the event this occurs.
- 3.2.4. As in the spirit of all other rules listed here, students are expected to respect one another’s learning practices within common areas.
- 3.2.5. Students are expected to be in good academic standing with the institution at which they are matriculated. At any time, the Residence Administrators may request evidence that this expectation has been met, including submission of proof through the Mobile App.
- 3.2.6. The Executive Team reserves the right to expel any student at any time without notice or regard to administrative investigation and resolution. The U Experience shall not be responsible for any expenses accrued by a student prior to entering campus or upon leaving the campus for whatever reason.

3.3. Social Conduct.

- 3.3.1. These guidelines are intended to serve as an effective baseline but are by no means comprehensive. Students are responsible for compliance with principles of good behavior and comportment that are reasonably inferable from the stated guidelines.
- 3.3.2. Students are expected to respect the right to free expression by their peers. Efforts to silence or suppress the opinions of others will not be tolerated.
 - 3.3.2.1. Concerted efforts clearly intended to harass, bully, embarrass or defame others are not within the ambit of protected free expression and are expressly discouraged.
- 3.3.3. Students should use the Program as an opportunity to build meaningful relationships with a diverse network of peers, which means treating each other kindly. We strive for an environment characterized by mutual respect and personal responsibility to avoid or mitigate conflict and help other students work through miscommunications.
- 3.3.4. Students are expected to respect the privacy of their peers.
- 3.3.5. Violence will not be tolerated. We expect students to resolve interpersonal conflicts, if any arise, by patience, understanding and compromise. College is by nature a controlled competitive environment. That does not excuse bad behavior.
- 3.3.6. Online interactions are subject to the same guidelines as outlined above.

3.3.7. The Administration reserves the right to set disciplinary

sanctions for violations of this Handbook in its discretion. Sanctions may include expulsion from the Program for serious or consequential violations.

3.4. Drugs and Alcohol.

3.4.1. All Residents must adhere to federal, state, and municipal laws and regulations regarding the consumption of alcohol. Residents permitted to consume alcohol are expected to do so responsibly.

3.4.2. Any and all illegal drug use, as defined by local law, is prohibited with the exception of duly prescribed substances. Any prescribed substance must be kept in its original bottle with an unaltered label which clearly lists the prescribing doctor, the name of the person to whom the substance was prescribed, and the substance.

3.4.3. The Program partners with Facility Managers to provide all Residences and facilities. Residents are expected to recognize that they are representatives of the Program and any infractions of this Handbook or the hotel's policies puts the entire Program in jeopardy. Therefore, all students consent to a reasonable search of their room as required by the Facility Manager or Administration should a suspicion arise that they possess any substance which would be in violation of any applicable law, regulation, or policy.

3.5. Sexual conduct.

3.5.1. All Residents are required to be in compliance with all laws, rules and regulations of applicable governmental authorities.

3.5.2. The U Experience endeavors to maintain a safe campus environment in all respects, but with special regard to the sexual conduct of its Residents.

3.5.3. Residents shall be respectful of each other's privacy and personal boundaries and seek and confirm willing consent prior to engaging in any sexual conduct.

3.5.4. Residents are required to report any suspicion of predatory or other unlawful sexual conduct.

3.5.5. To assist Residents in making informed decisions with regard to sexual conduct, Residents should note that under various state and federal laws, sexual harassment includes, without limitation, making unwanted sexual advances or solicitations for sexual favors, or intimidating, hostile or offensive salacious behaviors. Sexual harassment can also take the form of verbal abuse of a sexual nature, unwanted touching, leering, sexual gestures, a display of sexually suggestive objects or images, sexually explicit or offensive jokes, stories, cartoons, nicknames, slurs, epithets, and other communications of a sexual nature. Sexual harassment may occur in the context of a relationship that was once consensual but has changed so that the behavior is no longer welcome by one party.

3.5.6. The Program prohibits all forms of harassment based on a characteristic protected under law. Harassment may take many forms, which may be verbal, physical or visual in nature. For illustrative purposes:

3.5.6.1. Verbal harassment may comprise epithets; derogatory comments, slurs, or name-calling; inappropriate jokes,

emails or any other form of written communication, comments, noises, or remarks; repeated requests for dates, threats, propositions, unwelcome and unwanted correspondence, phone calls, and gifts; or other unwelcome attention.

- 3.5.6.2. Physical harassment may comprise assault; impeding or blocking movement; physical interference with normal movement; unwanted and unwarranted physical contact, such as touching, pinching, patting, grabbing, brushing against, or poking another Resident's body.
- 3.5.6.3. Visual harassment may comprise abusive or patently offensive images (whether in photographs, posters, cartoons, drawings, paintings or other forms of imagery); displaying abusive or patently offensive images, writings or objects; ogling, staring at or directing attention to a worksite Resident's anatomy; leering; sexually oriented or suggestive gestures.
- 3.5.7. The Program specifically proscribes "cyberstalking", a form of harassment which may be found in electronic communication, such as e-mail or instant messaging (IM), or messages posted to a website, blog, or discussion group.
- 3.5.8. We do not seek here to specify every action or all words that could be interpreted as harassment. The examples listed are illustrative and not meant to be a complete description of behaviors that might be deemed to be objectionable. We urge Residents to make a point of paying attention to others' reactions and stated requests and preferences, respecting their wishes, and treating them in a professional manner, regardless of gender, race, religion, nationality, age, sexual orientation, sexual identity or expression, or other protected characteristic.
- 3.5.9. We are committed to maintaining a respectful residential and learning environment, free of discrimination and harassment. We will not tolerate harassment or discrimination relating to any characteristic protected under law, by Residents or any person associated with the Program. Legally protected characteristics include age, race, color, national origin, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sexual orientation, religion, physical or mental disability, medical condition, genetic information, marital status, veteran status, military status, or any other characteristic protected by federal, state, or local law. In addition to any disciplinary action we may take, offenders may face personal liability in the event of litigation for equitable remedies and for damages and attorneys' fees and other costs of litigation. Except where otherwise indicated, the term "harassment" refers to behavior that is related to any characteristic protected under applicable law and that is personally (subjectively) offensive, oppressive, intimidating, or hostile, or that interferes with work performance, regardless of whether it rises to the level of a legal violation. In other words, this policy is stricter than the

law requires.

3.5.10. If a Resident believes he or she is being harassed, or if a Resident witnesses harassment, we encourage them, if you are comfortable doing so, to speak to the person, pointing out that identified behaviors or advances are unwelcome or unwanted and must stop. The individual may not realize his or her behavior is objectionable. A simple communication may be sufficient. However, if you are not comfortable with direct communication or if the behavior does not stop following such communication, you should report your concern to the Residence Administrators. You should report the facts of the incident (what happened, when, where, how often, and the names of persons involved including any witnesses). Claims of harassment will be investigated and addressed in a timely, objective, fair and thorough manner, as confidentially as possible. All Residents are expected to cooperate fully in any investigation. If it is determined that prohibited harassment has occurred, the appropriate corrective action, up to and including expulsion of the offending Resident, will be taken along with any additional steps necessary to prevent further violations of this policy.

3.6. Crime.

3.6.1. All criminal conduct is governed by federal, state, and municipal laws and regulations.

3.6.2. All potential violations will be referred to the local police department.

3.6.3. The Program will not be responsible for conducting an independent or preliminary investigation into potential crimes committed on campus.

3.6.4. The Program undertakes no liability for lost or stolen personal belongings or victimization by criminal activity.

4. **Liability**

4.1. Physical harm/death.

4.1.1. Administration has confirmed in the Use Agreement that the campus location complies with all building and safety codes and has been deemed fit for habitability.

4.1.2. All spaces will have been inspected prior to the start of each semester and will have been deemed suitable for occupancy without observed or suspected threat to the health and safety of occupants. The campus property overall will be inspected daily and maintained as such while actively hosting Residents.

4.1.3. By entering, students and guests accept the property and their designated room in the existing “as is” “with all fault” condition, at the start of each semester and subject to reasonable and customary risks commonly associated with lodging facilities.

4.1.4. The U Experience expressly disclaims and is not liable for any harm caused or arising to, between or among students, staff, and/or visitors, or property, whether the cause is intentional or unintentional.

4.2. Property damage.

- 4.2.1. All damage to property will be assessed as against the person causing the damage and/or in accordance with this Handbook or the common law.
- 4.2.2. Any person or persons who are the but-for and/or proximate or contributory cause of damage to property will be responsible for damages and held civilly liable if damages are not paid.
- 4.2.3. The U Experience expressly disclaims and assumes or undertakes no liability for damage or loss to any personal belongings or any property.
- 4.3. Health and Welfare.
 - 4.3.1. All students warrant their physical and mental condition to participate in the The U Experience Program without a known or suspected possibility of danger or harm to others.
 - 4.3.2. All students are required to maintain an alert awareness of their health.
 - 4.3.2.1. Amongst other requirements to maintain awareness, students must take their temperature every day and submit a snapshot of the result through the The U Experience app by 12:00pm each calendar day.
 - 4.3.3. Prior to being permitted to enter campus, you must have fully completed the medical history portion of The U Experience application and state any existing physical or mental illness or disability, pregnancy, or any other condition for which you may require medical attention during the course of the Program.
 - 4.3.4. If any medical or other debarring condition arises after the submission of a student's application form, the student is required to notify Administration.
 - 4.3.5. Any person on campus who has indication or has been given indication that they are physically unwell must seek the appropriate and immediate medical attention, in consultation with the Administration as to local medical options and arrangements for leaving the campus.
 - 4.3.6. If any question arises regarding a student's health, the Administration may require the student to undergo a medical examination at the student's expense by a local actively licensed physician.
 - 4.3.7. By accepting admission and attending the Program, all students acknowledge that there remains the possibility of contracting any ailment despite the best efforts of the Administration and Program to provide a safe and clean campus.
 - 4.3.8. The U Experience expressly disclaims and is not liable for any event arising from a student's medical condition or treatment of any medical condition.
 - 4.3.9. The U Experience reserves the right to expel any student for any failure to report their or another student's medical condition or any student who has fallen ill with any contagious ailment.
 - 4.3.10. The U Experience reserves the right to expel any Resident who does not abide by the rules outlined within the Covid Policy.
 - 4.3.11. Notwithstanding any provisions contained within this Handbook, The U Experience has no obligation to medically examine any student prior to their entrance on campus.

- 4.3.12. The U Experience may choose to provide regular campus access to a duly licensed medical professional, such as a nurse practitioner. If provided, that medical professional is not a staff member or agent of the Program, and has no other affiliation or relationship with the Program. The Program does not undertake to provide medical treatment or care for students. The U Experience expressly disclaims and shall not be liable for any aspect of medical treatment provided to the student, including but not limited to the consequences of any examination, advice, diagnosis, medication, treatment program prognosis or other professional services which any doctor or nurse provides the student while on campus. The U Experience makes no representation or warranty as to the availability of specialty medical services or the quality of any such medical service.
- 4.3.13. The U Experience will not reimburse the student for ANY medical expenses incurred before, during or after the semester. All medical services are at the student's expense.

5. Hotel Policies (Third Party)

- 5.1. All students and guests acknowledge that day to day operations will be carried out through the host hotel.
- 5.2. The hotel will have primary responsibility to ensure that its rules are executed.
- 5.3. Failure on the part of the hotel to perform its duties is recognized as a failure that is separate and apart from the Program.
- 5.4. All students and guests acknowledge that by accepting these rules and entering the premises, they are releasing The U Experience from liability for incidents that occur within the premises that are related to day to day operations of the hotel.

6. Admission Criteria

- 6.1. The U Experience reserves the right to establish and change the admissions criteria at any time for any reasons.
- 6.2. The U Experience reserves the right to waive or qualify elements of the admissions criteria in the admission of any students for any reason.
- 6.3. The following criteria are considered to be highly relevant in determining an applicant's admission to The U Experience:
 - 6.3.1. Current college or university in which the student is matriculated.
 - 6.3.2. Intended or established major and minor course of study.
 - 6.3.3. Extracurricular activities.
 - 6.3.4. Long term goals arising from attaining a degree.
 - 6.3.5. Purpose for seeking admission to The U Experience.
 - 6.3.6. Expected contribution to The U Experience.

7. Accommodations

- 7.1. All room accommodations will be assigned at the start of the semester by the Administration.
- 7.2. The Administration reserves all rights and full discretion in assigning and re-assigning accommodations.

8. The U Experience Mobile App

- 8.1. Prior to entering campus for the first time, all students must download the The U Experience Mobile App on their mobile devices.
- 8.2. The App will serve as the main repository of information for The U Experience's many offerings.

- 8.3. The App will provide students the ability to message other students, learn of new events and offerings, purchase tickets for events, place food orders, and reserve The U Experience campus space.
- 8.4. For entry to campus, students must grant all requested permissions to the Mobile App.
- 8.5. The Administration reserves the right to monitor and ensure compliance with all sections of this Handbook utilizing the The U Experience Mobile App, including requiring proof of temperature checks and proof of presence on campus.
- 8.6. If any student disables or deletes the Mobile App from their devices, or any component thereof, including location services, there will be immediate grounds for expulsion without refund.

9. Location Policies and Protocols

- 9.1. The U Experience is partnering with hotels and local vendors to provide a novel and enriching campus experience.
- 9.2. All vendors maintain their own policies and protocols with regard to their services, which all students are required to follow.
- 9.3. To learn more about the specific policies and protocols of each vendor, a student may view the vendor contact list which will be made available prior to the start of the semester.
- 9.4. To the extent that any term in this document directly contradicts the term of any vendor policy or rule, that policy or rule shall control.

10. COVID-19

- 10.1. The U Experience endeavors to provide the safest campus experience possible. Various policies and rules have been enacted to ensure all students will enjoy their experience with as minimal risk as possible to their safety or health.
- 10.2. With regard to COVID-19, The U Experience has enacted specific policies in the spirit of other organizations and agencies that have continued to operate throughout the pandemic. Our policies are based on CDC and other public health agency recommendations, and recommendations provided by our consultant, Veritas Testing, a copy of which is [available on our website](#).
- 10.3. Specifically, all Administration staff will be regularly tested using a widely accepted COVID-19 test.
- 10.4. All students are required to be vigilant about their health and the health of others.
- 10.5. As detailed elsewhere in this Handbook, any suspicion of ill health should be reported immediately to an Administration staff member.
- 10.6. Should a student contract COVID-19, The U Experience will endeavor reasonably to complete a general tracing protocol and determine which areas the individual visited and with whom the individual had contact, aiming at a period of one week prior to the positive determination.
- 10.7. The U Experience, with its quarantine policies, will strive to continue the semester with minimal interruptions but reserves the right to cancel at any time.

11. The U Experience Excursions

- 11.1. Throughout the semester, The U Experience may provide opportunities for off-campus group excursions, subject to prevailing public health strictures.
- 11.2. Students are required to follow all on-campus policies while participating

in these programs in addition to following the policies of any third party vendor where applicable.

- 11.3. The U Experience expressly disclaims and shall have no liability for any damages, injuries, or illnesses that occur during these excursion programs.

12. Force Majeure

- 12.1. If, after the semester commences, the program is delayed or unable to continue in the ordinary course by: Act of God, act of any government or ruling authority, epidemic, war, hostilities, riots, strikes or labor stoppages, and/or other cause or circumstance beyond The U Experience's control, The U Experience shall have the right to terminate the semester. In the event of force majeure, no refunds will be granted.

- 12.1.1. Causes or circumstances include the spread of Covid-19 on campus or in the locality.

- 12.2. The U Experience has sole discretion, in addition to any applicable governmental authority, in deeming when subsection XIV.1 is applicable.

- 12.3. Other than any refund provided pursuant to this section, students shall have no other claim against The U Experience.

- 12.4. There shall be no claims against The U Experience for the refund of any Experience Fee other than as is expressly provided for in this Handbook or other promulgated regulations.

13. Changes and Cancellation Provision

- 13.1. This Handbook is subject to change at any time at the discretion of The U Experience with twenty-four (24) hours notice.

- 13.2. The U Experience Program may be canceled or changed without notice and, in that event, your legal and equitable remedies will be limited to recovery of the pro rata share of any Experience Fee paid by you, subject to The U Experience's ability to recover such monies from the host hotel. In no event will The U Experience be liable for travel expenses or other loss, delay, inconvenience, disappointment or expense whatsoever.

14. Arbitration Clause

- 14.1. **ARBITRATION AND FORUM FOR SMALL CLAIMS, AND ALL OTHER CLAIMS: ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A STUDENT, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS TICKET CONTRACT OR STUDENT'S VOYAGE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, BETWEEN THE STUDENT AND THE U EXPERIENCE WITH THE SOLE EXCEPTION OF CLAIMS BROUGHT AND LITIGATED IN SMALL CLAIMS COURT IN WILMINGTON, DE, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("THE CONVENTION") AND THE FEDERAL**

ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., (“FAA”) SOLELY IN DALLAS, TX, U.S.A., TO THE EXCLUSION OF ANY OTHER FORUM. STUDENT HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ARBITRATION PROCEEDING IN DALLAS, TX. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND THE FEE SCHEDULE IN EFFECT AT THE TIME OF FILING THE DISPUTE WITH JAMS WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. INFORMATION WITH RESPECT TO JAMS CAN BE REVIEWED ON THE JAMS WEBSITE (www.jamsadr.com).

- 14.2. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT IN WILMINGTON, DE). THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT STUDENT OR The U Experience WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. THE U EXPERIENCE AND STUDENT FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE STUDENT ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED, IN ANY SUCH ARBITRATION. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON, THEN AND ONLY THEN THE PROVISIONS OF CLAUSE (c) BELOW GOVERNING FORUM AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS CLAUSE. IN ANY EVENT, NO CLAIM DESCRIBED IN THIS CLAUSE MAY BE BROUGHT AGAINST THE U EXPERIENCE UNLESS WRITTEN NOTICE GIVING FULL PARTICULARS OF THE CLAIM IS DELIVERED TO THE U EXPERIENCE WITHIN 30 DAYS OF TERMINATION OF THE SEMESTER AND LEGAL ACTION ON SUCH CLAIM IS COMMENCED WITHIN 6 MONTHS FROM THE DATE THE CLAIM AROSE, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY.
- 14.3. FORUM FOR LAWSUITS: EXCEPT AS OTHERWISE PROVIDED FOR CLAIMS SUBJECT TO ARBITRATION, STUDENT AND THE U EXPERIENCE AGREE IRREVOCABLY THAT ANY DISPUTE WHATSOEVER ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENT TO THIS TICKET/CONTRACT OR STUDENT’S VOYAGE, INCLUDING ANY CLAIM FOR PERSONAL INJURY, SHALL BE LITIGATED, IF AT ALL, BEFORE THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE, OR AS TO THOSE LAWSUITS OVER WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN WILMINGTON, DE, TO THE EXCLUSION OF THE COURTS OF ANY OTHER COUNTY, STATE OR COUNTRY. THE STUDENT HEREBY CONSENTS TO JURISDICTION AND WAIVES ANY OBJECTION TO VENUE OR OTHER OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION OR PROCEEDING BEING BROUGHT IN SUCH COURTS.

- 14.4. **CLASS ACTION WAIVER: THIS CONTRACT PROVIDES FOR THE EXCLUSIVE RESOLUTION OF DISPUTES THROUGH INDIVIDUAL LEGAL ACTION OR ARBITRATION ON STUDENT'S OWN BEHALF INSTEAD OF THROUGH ANY CLASS ACTION. EVEN IF THE APPLICABLE LAW PROVIDES OTHERWISE, STUDENT AGREES THAT ANY LAWSUIT OR ARBITRATION AGAINST The U Experience WHATSOEVER SHALL BE LITIGATED BY STUDENT INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS ACTION, AND STUDENT EXPRESSLY AGREES TO WAIVE ANY LAW ENTITLING STUDENT TO PARTICIPATE IN A CLASS ACTION. IF STUDENT'S CLAIM IS SUBJECT TO ARBITRATION, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. STUDENT AGREES THAT THIS CLASS ACTION WAIVER SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH ABOVE, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION. INDIVIDUALLY AND NOT AS A MEMBER OF ANY CLASS OR AS PART OF A CLASS OR REPRESENTATIVE ACTION.**

15. Warranties

- 15.1. The U Experience undertakes no warranty and implies no warranty as to the merchantability, fitness for use or condition of the campus, including its accommodations or common areas.
- 15.2. The U Experience shall not be liable for any indirect, special or consequential damages related to any event that occurs on campus.

16. Assumption of the Risk

- 16.1. It is expressly understood and agreed that all students and guests assume all risks and waive all claims related to (i) any and all damage to property or injury or illness to persons in, upon or about the The U Experience campus resulting from any act or omission (except for the grossly negligent or intentionally wrongful act or omission) of The U Experience staff, (ii) any such damage caused by other persons in or about the The U Experience campus (iii) any damage to property entrusted to The U Experience staff, (iv) any loss of or damage to property by theft or otherwise, or (v) any injury or illness or damage to persons or property resulting from any activity on the The U Experience campus. Notwithstanding anything to the contrary contained in this document,

neither The U Experience or its staff will be liable for consequential damages arising out of any loss or injury from participating in the The U Experience program.

16.2. All students assume the risk of illness, injury, or death in the use of the The U Experience campus.

16.3. By accepting this document and purchasing a position in the The U Experience position, the student agrees to all terms contained herein, including all rights, exemptions from liability, defenses and immunities.

17. Time Limitation for Notice of Claims by Students and All Others

17.1. Any incident or accident resulting in injury or death must be reported immediately by the student to a The U Experience staff member. The U Experience shall not be under any liability with respect to any claim whatsoever for bodily injury to or death of any student and no lawsuit shall be maintainable against them for bodily injury or death unless written notice giving full particulars of the claim is delivered to The U Experience within 6 months and a lawsuit on such claim is filed within 1 year from the date of the bodily injury or death and valid service of the lawsuit is effected within 120 days of filing the suit, except that the time for delivery of the written claim and for bringing and serving a lawsuit on behalf of a minor or incompetent shall run from the date of the appointment of a legal representative for the incompetent, minor or decedent's estate, provided the appointment is made within 1 year of the date of bodily injury or death.

17.2. The U Experience shall not be liable for any damage, delay, or other loss of any nature or cause whatsoever, other than for death or bodily injury, and no lawsuit shall be maintainable against them for such other claims unless written notice giving full particulars of the claim shall have been delivered to The U Experience 15 days and the lawsuit on such claim shall have been filed within 6 months from the date the alleged damage or loss and valid service of the lawsuit is made to The U Experience within 120 days of filing the suit.

18. Definitions

18.1. The Program: Any on campus or off campus event organized by The U Experience, including residency for one semester at the host hotel.

18.2. Residence: Any location in which the Program takes place including hotels, resorts, and any other private property.

18.3. Resident: Paying individual who will conduct online learning through their education provider at The U Experience program for an entire semester.

18.4. Facility Manager: Any member of the hotel property management team designated to conduct day-to-day facility operations

18.5. Resident Administrator: Paid member of The U Experience organization charged with managing and facilitating Program operations.

18.6. Executive Team: Members of The U Experience corporate executive team including the Co-Founders, CEO, President, and COO.