### HERS LEADERSHIP INSTITUTE CANCELLATION, REFUND, AND DEFERRAL POLICY

We at HERS value our attendees and strive to provide them with the best possible experience at our programs. We understand that unforeseen circumstances may arise, and you may need to cancel or defer your attendance at the HERS Leadership Institute. Therefore, we have developed a comprehensive cancellation, refund, and deferral policy to ensure that our attendees have a clear understanding of our cancellation, refund, and deferral procedures. The terms of this Policy apply to the HERS Leadership Institute program.

## 1. Cancellation of HERS Leadership Institute Program Registration

If you need to cancel your registration for the HERS Leadership Institute, you must do so in writing via email copying both our Budget Officer and the general HERS inbox (<a href="hers@hersnetwork.org">hers@hersnetwork.org</a>) no less than six weeks prior to the program check-in date. HERS is unable to accept cancellations made over the phone or through any other means not otherwise allowable under this paragraph.

# 2. Refund Policy

# 2.1 Program Fee, Housing and/or Partial Board Fees, Refund Eligibility

The fees for the HERS Leadership Institute program fee will be refunded to you in full less a \$500 processing fee if you cancel your registration no less than six weeks prior to the check-in date of the HERS Leadership Institute. Depending on our contract with the venue(s) hosting the HERS Leadership Institute for which you are registered, you may also be eligible for a refund of the housing and/or partial board fees. Each HERS Leadership Institute has a unique contract between HERS and the host venue(s); the attrition clauses and housing and meal guarantee dates may vary from one HERS Leadership Institute contract to the next. As such, determinations for housing and partial board fee refunds will be decided on a case-by-case basis. Generally, HERS' contracts for HERS Leadership Institute hosting venue(s) require minimum meal and lodging guarantees by six weeks prior to the start date of the program. However, some contracts require guarantees for food and lodging eight weeks or more in advance of the check-in date. Cancellations less than six weeks prior to the program check-in date are not eligible for program fee refunds, housing fee refunds, or partial board fee refunds.

### 2.2 Refund Processing Time

Once HERS receives your cancellation request, your refund will be processed within 14 business days. Please note that your bank or credit card issuer may need additional time to post the refund to your account.

#### 2.3 Refund Method

HERS will refund your payment using the same method of payment that you used to register for the HERS Leadership Institute. If you paid by credit card, HERS will refund the credit card used for payment. If you paid by check or wire transfer, HERS will issue a refund check or transfer the funds to your bank account, respectively.

## 3. No-Show Policy

If you do not attend the HERS Leadership Institute and do not cancel your registration, you will not be eligible for a refund. You will be responsible for the full program, partial board, and applicable housing fees.

## 4. Deferment Policy

#### 4.1 Deferment Description

HERS allows eligible (see 4.2 below) registered attendees of the HERS Leadership Institute to defer their registration to a subsequent HERS Leadership Institute program within one calendar year of the program for which an attendee was originally registered. The attendee will be charged a \$500 administration fee and will be billed for any difference in program, partial board, and/or housing fees for the new HERS Leadership Institute program.

## 4.2 Deferment Eligibility

To be eligible for deferral, your applicable registration fees (program, housing, and partial board fees) must be paid in full, and you must notify HERS of your cancellation, requesting a deferment, per the method and timeline outlined above in section 1. If you have not paid in full for all applicable fees, you are not eligible to defer your participation in the HERS Leadership Institute program.

## 5. Force Majeure

HERS reserves the right to cancel or postpone the HERS program due to unforeseen circumstances, such as natural disasters, acts of terrorism, or other events that are beyond our control. In such cases, HERS will notify all registered attendees as soon as possible and provide them with a full refund of their registration fees.

### 6. Liability

Unless otherwise provided in writing by HERS, HERS shall not be held liable for any expenses incurred by you, such as travel expenses or hotel reservations, in the event of a cancellation or postponement of the HERS program. You are advised to purchase travel insurance to protect yourself against any losses.

#### 7. Participant Terms and Conditions

You are expected to adhere to the participant terms and conditions that you will be or have been asked to review and sign prior to your participation in the HERS Leadership Institute. Each Institute has unique terms and conditions pursuant to our hosting venue(s) and applicable local and state laws. HERS reserves the right to remove any attendee who violates our terms and conditions and take appropriate legal action, if necessary.

### 8. Governing Law

This Policy and all related documents, and all matters arising out of or relating to this Policy, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado (including its statues of limitations), without giving effect

to the conflict of laws provisions thereof to the extent that such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

# 9. Contact Information

If you have any questions about our HERS Leadership Institute cancellation, refund, and deferral policy or need to cancel your registration, please contact us at HERS@hersnetwork.org.