



INTERNATIONAL CAREER STUDIES

Terms and Conditions

I, an applicant for an international internship, study abroad, au pair, edutourism, volunteer program or any other such program provided by International Career Studies (hereinafter referred to as ICS), agree to the following terms and conditions.

These are the General Terms and Conditions set out by International Career Studies and valid for all program bookings made with International Career Studies (also referred here as "we", "us", "ICS") by you ("the client", "participant"). All bookings are subject to these conditions, which become legally binding upon receiving the enrollment form via e-mail. By paying the Program Fee or the Processing Fee, you are entering into a contractual agreement with ICS and you agree to be bound by the following terms and conditions as described below. We reserve the right to reject the application of any person we deem unsuitable for our programs, at our own discretion. All clients of ICS are obliged to act in full compliance with the rules, regulations and laws of the respective countries visited.

DISCLAIMER

The client shall understand that the information on the website is provided "as is" and without warranties of any kind either expressed or implied. To the full extent permissible by applicable law, ICS disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. ICS does not warrant that the website or the server(s) that host the website available are free of viruses or other harmful components. ICS does not warrant or make any representations regarding the use or the results of the use of the information on this website as to its correctness, accuracy, reliability, or otherwise.

The client (and not ICS) assumes the entire cost of all necessary servicing, repair, or correction. Applicable law may not allow the exclusion of implied warranties, thus certain of the above exclusions may not be applicable to the client.

PARTICIPANT AGREEMENT AND RELEASE

The client agrees to waive and release all the claims against ICS (this term shall include officers, directors, the company itself, employees and agents of the company, as well as host institutions and any person or entity employed or utilized by ICS) arising from, or in connection with, any physical or property damage or loss, accidents, delays, irregularities, or other occurrences the client may suffer from and any cause including the circumstances of insuperable force, strikes or government restrictions, war, terrorists activities, sickness or quarantine or the acts or omission of any other agents over which such persons have no direct control, including, without limitation, airlines, transportation companies and railways, bus companies, taxi services, general road traffic, restaurants, student residences, apartments, youth hostels, hotels or host families.

The client shall understand that the client is responsible for taking all the measures and exercising caution and common sense at all times to avoid personal injuries, and/or death. ICS is not responsible for any natural disasters or random acts of God. The client hereby



INTERNATIONAL CAREER STUDIES

waives and releases all claims against ICS and its agents arising at any time during the program, (whether the client is under or not under the direct supervision of ICS or its agents), and agrees to indemnify ICS and its agents against any consequences thereof.

CONTRACT

Before the client's arrival at his/her program, ICS will send the client electronic copies of:
(1) the application which confirms acceptance to the specified program, which needs to be signed and returned before arrival to the destination, and
(2) a Travel Plan outlining the basics of the program selected. These forms are for the client's own reference and form the contract terms between the Client and ICS.

The contract takes effect upon the client's acceptance of the Terms and Conditions (continuing the application process without protest to the Terms and Conditions will be understood as acceptance of the contract).

What does the program include?

Every contract and program is customized to the needs of the client and/or sponsorship company. All contracts will include:

- Visa support
- Welcome Package
- Local Emergency Contact
- Pre-departure support
- Pre-departure orientation package
- In-country orientation and support
- Regular internship monitoring
- Cultural excursion
- Reference letter(s)
- Certificate of Completion
- Additional services may include Medical Travel Insurance and homestays, small apartments or hotel accommodations, meal plans and/or language study courses depending on the contract/travel plan

What does the Program not include?

The program excludes, but not limited, to the following:

- Passport, visa, transit visa, study/work permits and any required travel insurance
- Airline tickets
- Optional excursions and/or extensions
- Local transportation including unscheduled airlines
- Tips to bus drivers, local guides, etc.,
- Supplementary purchases (e.g. souvenirs)

FEES

Fees can be paid in cash, credit card (Visa and MasterCard), by bank transfer or by PayPal. All transfer charges are the client's responsibility. The US Dollar is the primary currency and payments in all other currencies will be measured against US\$ exchange rate on the date of payment. The processing fee is paid to secure all program details and components. The



INTERNATIONAL CAREER STUDIES

remaining program fee must be paid in full 30 days prior to the program start date, with the following progress payment structure:

- Up front \$250 US non-refundable processing fee to secure program
- 30 days prior to the departure date - the balance/remaining is due; note-payment can also be made earlier

Late payments prior to deadline are subject to a \$100 US weekly surcharge. It is the client's responsibility to make sure that the payments by bank transfer are possible and can be done on time from his/her bank account or to find alternative ways of making the bank transfer 30 days prior to the program start date. The content and information displayed on our website and other promotional material is believed to be valid and accurate but we will not be held liable and do not take responsibility for any misinformation or ambiguities in the content. All terms and conditions are subject to annual review and update. Pricing may be adjusted for increased costs and inflation as required. No compensation, fee reductions, refunds, credits, additional lessons or extension of the program can be given under normal circumstances, including:

- Services or facilities as defined on the Travel Plan but not used.
- Late arrival, absence or early departure from a course (see also Cancellation).
- Days when the company is closed due to the official holidays defined by host country/company.

Program Fees published on the website or other marketing materials are based on currency exchange rates at time of publishing. In the event of a major currency fluctuation or tax increases, ICS reserves the right to adjust the program fees and apply a surcharge especially if departures are distant into the future. Completion of payment does not occur until taxes, fees, adjustments and surcharges have been assessed. Please note that if the total program price is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than seven percent, the customer has the right to cancel the contract and obtain a full refund. There will be no price increases after the client has paid in full. No warranties, representations, terms, or conditions apply to any program unless expressly stated in this document or in a letter signed by an ICS executive.

REFUNDS & CANCELLATION

In the event the client wants to stop the matching (internship placement) process due to any reason, the processing fee will not be refunded. If the client does not accept any one of the suitable internship placements as determined by ICS, no further services shall be offered to the client and any claims for a refund shall be null and void. At this point, ICS bears no further obligation to the participant.

If the client has paid the full amount of the program fee to confirm his/her attendance and wishes to cancel a program, no refund will be given unless otherwise stated below in our refund policy chart. If a participant fails to make the full payment of the program fee 30 days prior to the program start date, ICS reserves the sole right to cancel or postpone their



INTERNATIONAL CAREER STUDIES

internship program at their own discretion and convenience, in which case, monies, paid to date may be forfeited.

The following percentage of fees will be refunded after the internship program has been confirmed:

Timeline	% of Tuition Refunded
More than 30 days before start date	70%

Participants who have cancelled and then want to reinstate their program, or equivalent, must pay a \$50 reinstatement fee, plus any difference between the old and new program fees, and their re-enrolment is subject to availability.

Additional clauses relating to refunds are identified in General Rules.

GENERAL RULES

ICS is not liable for any costs not included in the prearranged program.

Sponsored Company: The name of the sponsored company can only be disclosed after a program fee for the program has been received. There are two reasons for this requirement:

1. ICS has spent years building trusting relationships with our partner companies. They expect us to provide interns regularly and reliably. If you were assigned to a company and then decided not to join, that would affect our business relationship.
2. Most companies that we work with prefer not to advertise publicly for interns; instead they rely on us to handle the selection process for them.

Language Courses: ICS reserves the right to determine which language service is appropriate for the client if this is part of the program package. ICS will not grant any refunds to the client applying for a language course of a certain level but unable to join the specific course due to limited language skills etc. In these cases, the client shall be offered a suitable alternative. In case there is insufficient number of people to run a group class, a reduced number of individual classes shall be offered due to increased instructor to student ratio. The balance of the group classes will be transferred accordingly to private classes.

Holidays and Events: It is the clients' responsibility to be aware of any national holidays or other events that may change the nature of their program. While most companies operate a 9 - 5 working day policy, it will depend on the industry and country customs. Some may have different requirements and we cannot be held responsible for this.

Flights: International flights are not included in the cost of any of our programs. We cannot be held responsible for any action, negligence or event relating to the purchase or operation of flight tickets or flights. We will also not be responsible for any costs or refunds due to changes or delays in flights. We do not recommend or endorse any airline, or travel agent and it is the sole responsibility of the program participant to arrange these details and select providers based on their own decisions and experiences.



INTERNATIONAL CAREER STUDIES

Program Modifications: If the client chooses to switch from one program to another or would like to make any changes to the signed agreement form (e.g. add some changes to the program) an administration fee of \$150 US is applicable. If the client wishes to take a break during his/her program, an administration fee of \$150 US applies.

For the extension of a program, the client should inform ICS at least 3 weeks in advance of the last day of his/her contracted internship date by writing to ICS via email or letter and receiving acknowledgement of the request. We cannot guarantee extension of the program but will do our best to accommodate.

Cultural Activities: ICS cooperates with many organizations and some cultural activities are free of charge, but some require payment for participation. It is a client's responsibility to cover any extra cost that might be involved during activities. Participation in any activity is not required by ICS or its partners. Providers of certain tour activities or inclusions may require that additional waivers or terms & conditions are signed by the participant prior to participation in that activity, tour or excursion. Those documents are not governed by ICS, and it is participant's responsibility to read and understand them prior to signing. Failure to complete these documents may result in delays or modification / cancellation of a tour or excursion, and no refund from ICS will be provided.

ICS reserves the right to make changes in any excursions or any itinerary pre-booked when deemed necessary. On certain days some attractions might be closed, so ICS will offer a similar activity.

Conduct and Issues arising during the internship program: The participant agrees to abide by all local laws when abroad, including those concerning drugs and alcohol, and understands that to abuse or disobey such laws is to waive the right to a refund of any part. The participant also understands that should local authorities be involved, they will be subject to the laws of the country visited.

If the participant should experience any problems whilst partaking in our program, they must immediately inform us in writing by email or letter, with a clear explanation of the problem. In such an event, we will discuss the problem with the participant and will discuss ways in which the problem can be solved. We are not responsible for any conversations or anything that is said unless it is recorded in written form, either by email or by letter.

The participant agrees to discuss any problems in their placement with our ICS staff prior to discussion with their internship provider. If the assigned internship company provider wishes to terminate a participant's placement prior to the end of the stated contract date as a result of the participant's inadequate, unhelpful participation, prolonged or repeated absence from work, early end of the project or any other related-to-work issue, the participant understands that no refund of fees will be given in this situation and ICS is under no obligation to provide another placement.

We take no responsibility and are not liable for any third party behaviour or actions including, but not limited to, that of the host family provider, employees or in designated accommodation.



INTERNATIONAL CAREER STUDIES

Miscellaneous Expenses and Damages: The participant understands that he/she will be required to pay for any phone calls or incidental personal expenses that are incurred at hotels, as well as for any damage caused to hotel rooms, buses, ferries, trains, or other forms of transportation. The participant indemnifies ICS and holds it harmless for any financial liability or obligations which are personally incurred, or injury or damage to the person or property of others which he/she causes or contributes to, while participating in the internship program.

Termination: If the participant wishes to terminate their placement prior to the end of the time stated in the contract for any reason, they must provide ICS with written notice, clearly stating the reasons for such a decision. The participant understands that no refund of fees will be made in this situation and that no other placement will be offered.

Accidents: We take no responsibility and are not liable for any accidents that take place at any third party locations, including but limited to, the premises of the host internship provider and the designated accommodation. The participant is responsible for ensuring that the proper process required claiming insurance has been met. The participant must bring all relevant insurance documents with them.

Non-Disclosure: In instances where the assigned internship company demands it, the participant agrees to sign a Non-Disclosure Agreement with the assigned internship company. Regardless of whether or not the assigned internship company requires a written Non-Disclosure Agreement, the participant agrees to respect and keep confidential the Intellectual Property of the assigned internship company. Penalty for violation of the non-disclosure clause by any party hereto shall be \$25,000 per disclosure incident. The same provisions shall apply to a mutual non-disclosure agreement executed with ICS.

Workload: We are not responsible for the workload provided by the internship provider, whether it is of a high or low intensity as for instance, there are seasonal cycles in some businesses. In such situations, the participant should advise ICS of the problem via email directed to our coordinator and we will endeavor to resolve the issue accordingly and directly with the company provider in a timely manner.

INTERNSHIP PROGRAM PROCESS

Before the participant is secured an internship position, ICS requires a processing fee of \$250 US or equivalent amount in other currency to be paid in advance.

The participant understands that it is his/her responsibility to secure the necessary travel documents, including passport, visas, transit visa and any required travel insurance, unless specifically arranged for the group by ICS. Failure to do so does not constitute grounds for a refund except according to the normal cancellation guidelines as outlined in the 'Cancellation' section.

Upon completion of the internship program, the client can obtain a certificate issued by ICS. Any work-related issues between the client and the company are to be solved between those two parties and ICS representatives will do their best to facilitate this process.



INTERNATIONAL CAREER STUDIES

PLACEMENT COMMISSION

The participant understands that ICS may have signed a contract with the host company under which ICS must be informed and commissioned if and when the internship leads to a full time, salaried position.

It is irrevocably agreed, acknowledged and understood that if the participant is offered and accepts either full or part-time employment while abroad, during or after his/her internship expires, ICS shall be due and fully paid a placement commission equivalent to ten percent (10%) of their gross salary within 30 days of hiring. This fee shall be collected for three consecutive years.

ACCOMMODATIONS

ICS will provide standard accommodation in the form of a Homestay, Single/Shared Apartment, or Hotel Room, all depending on the internship destination and availability. Please ensure you have checked the dates when you have to check in / check out of assigned accommodation. For more information about accommodations, amenities and dates, consult with your ICS representative.

CANCELLATION OF PROGRAM BY ICS

If a client does not comply with these Terms and Conditions or exhibits inappropriate behaviour (e.g. discrimination, verbal abuse of staff or other participants, substance abuse, violations of laws, etc.), ICS reserves the right to cancel the client's program immediately. The program fee will not be reimbursed. Possible surcharges, e.g. additional airport transfer charges, shall be the client's responsibility.

We reserve the right to expel a participant from the program at our own discretion for reasons including, but not limited to, breaking the law, bullying, threatening, or sexual harassment of other participants, anti-social or unreasonable behaviour or unfit conduct towards other group members, our employees/agents, and/or the assigned internship company or excessive absence from work. In the above situations, no refunds are entitled, nor shall they be paid.

In situations where the participant does not comply with the rules of the assigned internship company or rules of our program or the laws of the respective country, we may release the participant from the program and no refund will be granted to the participant. Should the client become involved in any criminal matter, they are obligated to notify our office within 24 hours.

QUALITY GUARANTEE

Should there be deficient services provided by ICS, the claim should be declared in a written form via email or letter to ICS's administration during the program period. Any claims made after the program has terminated shall not be recognized. In the event of a justified claim, ICS may make a suitable reimbursement.



INTERNATIONAL CAREER STUDIES

Participants will take full responsibility for their conduct at all times during the program. The participant will not act irresponsibly, break any laws, or put themselves or others in dangerous situations, and if they do, they will be responsible for their own consequences.

PASSPORT, VISA AND HEALTH RESTRICTIONS

It is the client's responsibility to comply with all the regulations concerning passport validity, visa validity and health regulations. Non-compliance with these regulations and any costs that might be incurred due to the above-mentioned are the client's responsibility. Furthermore, it is the client's responsibility to inquire at the respective embassy or embassies where they wish to complete their internship and to ensure that they qualify and obtain the required documents, such as visa, passport etc. However, ICS can assist the client to obtain a visa by providing necessary information and shall always be available for inquiries about issues concerning visas; however, information must be obtained from the respective embassy or government office directly. Any cost for obtaining the visa and later extension/conversion of it is the client's responsibility.

Participants must inform us of any travel abroad or any other difficulty in obtaining a valid passport or visa processing a minimum of 30 days prior to starting our program. We cannot be held responsible for additional costs for express processing, postage, and submission in person by our staff, or delay or cancellation of program due to failure to inform us of such details.

SAFETY AND HEALTH

The client expressly acknowledges and agrees to acquire their own insurance at their own expense at least 30 days prior to their program start date if it is not included in their program as per the travel plan. He/she is to provide all the confirmation and details to ICS at that time. ICS bears no responsibility for the participant's insurance directly or indirectly, under any theory at law or in equity to claim against ICS. The client understands that insurance is the client's responsibility should he/she need to process a claim. Medical travel insurance coverage is available through the service providers contracted with ICS and this service and the coverage will be discussed with clients as per individual needs if included in the program travel plan.

The client hereby grants ICS and its agents the full authority to take whatever actions they may consider to be warranted due to any international or political unrest, personal emergency or other circumstances regarding the client's health and safety, and the client fully releases ICS and its agents from any liability for such decisions or actions as may be taken in connection with the above-mentioned circumstances.

ICS reserves the right to cancel a client's participation in a program at its discretion. In the event of instability in a destination country, decisions to cancel a program will be based on travel warnings issued by Foreign Affairs and International Trade Canada.



INTERNATIONAL CAREER STUDIES

USE OF IMAGES AND COMMENTS

By agreeing to these terms and conditions, the client agrees that ICS may use any photo(s)/image(s) that we or someone on our behalf takes of the client or any comments (written or verbal) that the client makes during, or in connection with, the client's stay for our promotional / marketing purposes (such as including them in our brochure / website / social media) without obtaining the client's further specific permission. If necessary, ICS's form, *Photographs and Video Consent, Waiver, Indemnity and Release* may be used when travelling in groups such as a university Study Abroad Program. Such use may include mentioning the client's name, nationality, etc. The client authorizes the first name and last initial to be included in any promotional / marketing purpose.

BLOGS

International Career Studies believes in fostering a thriving online community and supports blogging as a valuable component of shared media. By accessing, creating or contributing to any blogs hosted on the ICS website and in consideration for our corporate brand and the services we provide to our clients and readers, we reserve the right to review all blog content and request the client's approval to any changes prior to online publishing.

The client acknowledges their legal responsibility in blog content and understands the requirement for ICS approval, and will exercise caution with regards to exaggeration, inappropriate language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations.

UNAVOIDABLE CIRCUMSTANCES

It shall be a fundamental condition of the contract between ICS and the client that the former shall not in any way be liable to the client in the event of any contracted service becoming impossible to supply due to war or threat of war, terrorism or threat of terrorism, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a "force majeure" and in such cases no refund or compensation for any loss will be given to the participant unless otherwise decided at our discretion.

VALIDITY OF CONDITIONS

These Terms and Conditions are valid from January 1st, 2015. Alterations to these Terms and Conditions are valid from the moment of publication on the website.

If a provision of this agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable OR the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.



INTERNATIONAL CAREER STUDIES

PARTICIPANT RELEASE & AGREEMENT

This agreement constitutes the entire agreement between ICS and myself with reference to the subject matter referred to herein, and I understand that no warranty or representation not herein, including but not limited to any oral statements made to me applies to any ICS program. This agreement may be amended or modified only in writing, signed by an executive of ICS at ICS's main office in Ontario, Canada. This agreement shall be governed in all respects by the laws of the Province of Ontario.

- I have read and fully understand the "Participant Release & Agreement" and the "Terms & Conditions" as supplied herewith.