

Intrax Work Travel Program Terms & Conditions

(revised on 01NOV08)

By signing this document, you verify that you have read all of the Terms & Conditions and that you both understand and agree to the entirety of the Terms & Conditions. You do not rely on any statements or representations that are not expressly stated in these Terms & Conditions.

Intrax Work Travel (IWT) is your official program sponsor while you are in the USA. IWT is not your employer and shall not be responsible for any act of omission on your part.

The IWT staff is available to assist you with any questions or to advise you regarding any challenges you may experience while you are participating in the IWT Program. In the USA, you may call IWT (toll free) at 1-888-224-0450 weekdays from 9 a.m. to 5 p.m., Pacific Standard Time. You may call the same toll free line at any time, 24 hours a day, 7 days a week, in case of an emergency.

Eligibility

- The information provided on your application is complete and accurate.
- You will be between 18 and 30 years old by the program start date.
- You are enrolled in a college or university outside of the US as a full time student at the time of application.
- You possess sufficient proficiency in the English language to participate in the program.
- You are physically capable of performing the tasks required as outlined in your job offer.
- You will provide IWT with a valid email address and you will keep it updated in the IWT database since this will be IWT's primary method of contacting you with important information while you are in the US.
- You are responsible for bringing enough money to the US to cover the cost of your food, housing and other personal expenses for at least one month. You will bring a minimum of \$1,000.00 to cover initial expenses such as transportation costs from airport to employer, advance payment for accommodation upon arrival, etc. IWT is not responsible for such expenses, delays in getting your Social security card or for any period of time during which you are not being paid by an employer. IWT cannot loan money to you.

Visa and Entry

- A DS-2019 form enables you to apply for a J-1 Work Travel visa. The US Consulate may grant or deny your application for a visa. In rare cases, even if you receive a J-1 Work Travel visa, you may be denied entrance into the US by the US Customs and Border Protection. IWT is not responsible for and cannot control or change these decisions.

Orientation

- You will complete an orientation provided by IWT before you depart your home country. Failure to do so will result in your inability to participate in the IWT Program.
- You have also read and understood the online Participant Handbook and will ask IWT or your local IWT representative for clarification on any point(s) that are not explicitly understood.

Travel and Housing information

- You are responsible for making your own travel and housing arrangements, and must provide your travel and housing plans at least two (2) weeks prior to arrival in the US by ensuring that your plans are submitted to the IWT website. Failure to report travel information may result in the loss of your job placement.
- You must secure at least temporary housing prior to arrival.
- The IWT Program does not include housing and IWT is not responsible for providing housing to you.
- If housing is provided through your employment opportunity, the information and restrictions on such housing are identified in the housing section of the Premium job offer or through an independent housing agreement. You must comply with any and all requirements indicated in the housing agreement or risk termination from the IWT Program.
- Employer provided housing is subject to local housing laws and IWT makes no representations or guarantees regarding its nature or quality.

US Arrival and Check in

- You must depart your home country:
 - During your university summer vacation
 - No more than 2 weeks prior to the start date on your DS-2019 form
 - In accordance with your local US Embassy's Program date restrictions
- Within three (3) days of arriving in the US you will confirm your arrival with IWT by completing the on-line Check In Form or by calling toll free to 1.888.224.0450 and speaking to a representative during business hours. This is the only way for your program to be activated in the Student & Exchange Visitor Information System (SEVIS). Failure to do one of the above will result in your immediate termination from the IWT Program.

Program Termination

- If you are terminated from the IWT Program for any reason:
 - You will be in the US illegally.
 - You will be required to leave the country immediately or face possible further penalties.
 - You will be reported to the Immigration and Customs Enforcement through SEVIS.
 - You will have a negative mark on your immigration record which could hinder future visa applications.

Reporting to Your Employer

- You will report to and remain with the confirmed employer listed in SEVIS and the IWT database for the duration indicated on your application. Early departure from your job may result in program termination.

Terms of employment

- You understand that there are specific binding terms of employment listed in your job offer in addition to these General program terms and conditions. These terms of employment are subject to change.
- You understand that your schedule and hours are dependent on your employer's business levels, which can be affected by numerous factors, including but not limited to weather, economic conditions, occupancy rates, etc.
- Your schedule can also be affected by your job performance.
- You are not permitted to work in a job that can bring you, IWT or the US Department of State into "notoriety or disrepute" and you may not be employed as a domestic employee (child care, chauffeurs, gardeners, etc.), in positions that require you to invest your own monies for the purpose of door-to-door sales, camp counselor, Pedicab positions or in employment involving any type of patient care. Please refer to www.state.gov for a complete list.

Changes in employment and US address

- Some pre-arranged employment conditions, including all IWT-arranged placements and Premium job offers, will not permit a change of employment.
- If you change employment without pre-approved written authorization from IWT your program will be terminated.
- If IWT authorizes you to change your job, you are responsible for submitting your new employer's information to IWT within three (3) business days or risk having your program terminated. You will be responsible for the cost of transportation to the new employer's location.
- If your job allows you to change housing, you will notify IWT of your new address within three (3) business days or risk being terminated from the program.

Termination of Employment

- IWT is not responsible for and cannot control employment decisions made by your employer.
- Your employer may terminate your employment at any time, without prior notification, with or without cause.
 - **With cause:** Including but not limited to poor job performance, misconduct, or misrepresentation of your qualifications.
 - This will result in program termination.
 - **Without cause:** Through no fault of your own.
 - IWT will offer you resources to obtain another job, but cannot guarantee new employment
 - You will be responsible for the cost of transportation to the new employer's location.
- You agree to contact IWT if any job-related difficulties or disputes arise that may affect your continued employment.

Obey Laws

- While in the US, you are subject to the US civil and criminal justice system. Failure to obey federal, state, and local laws may result in civil liability, criminal prosecution, fines, jail sentences or other penalties in addition to termination from the IWT program. IWT is not responsible for any civil or criminal liability you may incur or for assisting or defending you in any way in connection with any legal claims made against you.

Departure

- You understand that:
 - You can never work during the 30-day grace period intended to facilitate your travel plans
 - You must depart within 30 days of your SEVIS end date
 - You must arrive in your home country prior to the first day of classes in the next school term.
 - If you overstay you risk pursuit by Immigration and Customs Enforcement; possible deportation; and/or a permanent negative mark on your immigration record.
 - Your visa status and program cannot be extended or changed by IWT.

Refunds

- You have seen and understand the breakdown of program fees paid to both your local representative and IWT.
- You understand and agree to the IWT refund policy, which is available to you through your local representative.

- IWT will pay any refund that is due pursuant to the above-mentioned IWT refund policy at the end of the program season for which you applied. IWT will make such payment only to the local IWT representative in your home country. IWT will not pay any refund directly to you. IWT is not responsible for ensuring that any refund it pays to the local IWT representative in your home country is paid to you, therefore, you and the local representative must arrange for any refund to be paid to you. All refund amounts are based on the original pricing charged to your representative agency by IWT as per their Partnership Agreement. For specific refund amounts please ask your local representative agency.

You understand and agree to the following Dispute Resolution and Construal Provisions:

1. **Arbitration:** You understand and agree that any dispute, controversy or claim in any way arising out of, related to, or connected with your participation in the IWT Program, the IWT Premium Placement Service, or these Terms & Conditions shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, US. The arbitration shall be conducted before an agency or arbitrator agreed upon by you and IWT or, if none, before an arbitrator selected by the American Arbitration Association. Either you or IWT may appear telephonically at the arbitration hearing. Any award of the arbitrator may be enforced in any court of competent jurisdiction of the federal or state courts of San Francisco County, California, USA. In any action, including arbitration, brought in connection with your participation in the IWT Program or the IWT Premium Placement Service, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party, including attorney's fees. The non-prevailing party shall also be solely responsible for all costs of arbitration. Any dispute as to the reasonableness of such costs and expenses shall be determined by the arbitrator.

2. **Severability:** If any provision of these Terms & Conditions or their application is held to be invalid, illegal or unenforceable for any reason, the invalid, illegal or unenforceable provision or application shall not affect or impair the other provisions or applications of the Terms & Conditions which can be given effect without the invalid, illegal or unenforceable provision or application. To this end the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.

3. **Waiver:** No waiver by IWT of your failure to comply with any of these Terms & Conditions shall be construed to be, or shall be, a waiver of any other failure to comply with such Terms & Conditions. No waiver shall be binding unless in writing and signed by IWT.

4. **Headings Not Controlling:** The headings used in the document setting forth these Terms & Conditions are used only for ease of reference and are not controlling.

5. **Governing Law:** These Terms & Conditions shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of laws.

- *I am capable of reading and understanding these Terms & Conditions in English.*
- *I have read these Terms & Conditions carefully, have had the opportunity to ask questions and obtain advice as to their meaning, and understand them fully.*
- *I agree to abide by these Terms & Conditions.*

Signed: _____

Date: _____

Print Name: _____

Intrax Student ID#: _____

Document: IWT-TC-NOV08-2009

Intrax Work Travel
600 California Street Floor 10
San Francisco, CA 94108 USA
Phone: 415-434-5440 Fax: 415-434-5430
www.experienceintrax.com