

Please read this document carefully, and make sure that you understand it fully before you sign it.

By signing this document, you are agreeing to the following terms and conditions (“Terms & Conditions”):

You certify that:

- * The information provided on your application is complete and accurate.
- * You are between the ages of 18 and 28 years old at the time of application.
- * You are enrolled in a college or university outside of the USA at the time of application.
- * You are registered for a full-time course load for the semester following your participation in the Intrax Work Travel (IWT) Program.
- * 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 description.

You agree that:

- * You understand and agree that you are not to depart your home country until the beginning of your summer vacation; that the program is limited to the period of your university’s summer vacation; that you must depart the USA in time to attend the first day of classes in the next school term; that you can never work during the 30-day grace period intended to facilitate your travel plans and that you will depart within 30 days of your SEVIS/DS-2019 form end date.
- * Within three (3) days of arriving in the USA you will confirm your arrival with IWT by completing the on-line Check In Form at www.experienceintrax.com or by calling toll free to 1.888.224.0450. Failure to do one of the above will result in your immediate dismissal from the IWT Program.
- * You will participate in an orientation provided by IWT or an IWT agent representative. Failure to do so will result in your immediate dismissal from the IWT Program.
- * You will report to the employer listed in section #1 of your DS-2019 form on the date indicated in section #3 of the same form. Failure to do so will result in your immediate dismissal from the IWT Program.
- * If any change occurs in your employment as indicated on your DS-2019 form pursuant to these Terms & Conditions, you will verify such change by following the procedures and completing the documentation required by IWT. Failure to do so will result in your immediate dismissal from the IWT Program.
- * You will not work beyond the program end date listed in section #3 of your DS-2019 form.
- * If you change your address while in the USA, you will notify IWT by telephone 1.888.224.0450 or email iwtsupport@intraxinc.com within three (3) business days. Failure to do so will result in your immediate dismissal from the IWT Program.
- * While in the USA, you will obey all federal, state, and local laws and the rules of the IWT Program. Failure to do so will result in your immediate dismissal from the IWT Program.
- * You have read and understood the Participant Handbook also located at <http://www.experienceintrax.com/participants/iwt-downloads> and will ask IWT or the IWT agent representative for clarification on any point(s) that are not explicitly understood.
- * You are not permitted to work in a job that can bring you, Intrax or the US Department of State into “notoriety or disrepute” [22 CFR §62.13(B)] and you “may not be employed as [a] domestic employee... in U.S. households (child care, chauffeurs, gardeners, etc.), in positions that require [you] to invest [your] own monies to provide [yourself] with inventory for the purpose of door-to-door sales, or in any employment involving any type of patient care. [22 CFR §62.32(I)]”

You understand that:

- * A DS-2019 form enables you to apply for a J-1 Work Travel visa. The USA Embassy or Consulate may grant or deny your application for a visa. IWT is not responsible for and cannot control or change their decision.
 - * Even if you receive a J-1 Work Travel visa, you may be denied entrance into the USA by the USA Citizenship and Immigration Service (“USCIS”). IWT is not responsible for and cannot control or change any denial of entrance into the USA.
 - * You are responsible for bringing enough money to the USA to cover the cost of your food, housing and other personal expenses for at least one month. We suggest a minimum of \$1,000.00 due to possible delays with Social Security and distance of travel from airport to employer, advance payment for accommodation needed upon arrival and other initial expenses needed. IWT is not responsible for such expenses, or for any period of time during which you are not being paid by an employer. IWT cannot loan money to you.
 - * 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 USA by ensuring that your plans are submitted to the IWT website by the IWT agent representative in your home country. IWT is not responsible for making or assisting you in making your individual travel or housing arrangements.
 - * A J-1 Work Travel visa cannot be extended. You must return home at the end of your program, or face federal fines and disbarment from re-entering the USA.
- As an IWT participant, you are subject to the USA civil and criminal justice system. Failure to obey federal, state or local laws may result in civil liability, criminal prosecution, fines, jail sentences, or other penalties. 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.
- * IWT is your official program sponsor while you are in the USA. 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. You may also call 1-415-434-5440 at your own expense from anywhere in the world, weekdays from 9 a.m. to 5 p.m., Pacific Standard Time.
 - * If you would like to lodge a formal grievance about the IWT Program, you will follow the IWT Grievance Procedures.
 - * If you are dismissed from the IWT Program for any reason, you will be out of status on your J-1 visa, you will no longer have medical insurance and you are required to leave the country immediately or face possible further penalties.

As an Independent Placement Service participant, you understand and agree that:

- * You are responsible for identifying and securing a position with an employer in the USA prior to your arrival. IWT is not responsible for providing you with a job placement. IWT also is not responsible for the terms or conditions of your employment in the USA and does not guarantee either the availability of such employment or any minimum number of hours of work upon your arrival. The terms and conditions of your employment, the availability of such employment, and your work schedule are matters to be determined between you and your employer.



* Intrax Work Travel must be able to confirm your placement with an employer in the USA in order for you to participate in the IWT Program. IWT will attempt to confirm your placement within two (2) weeks of receiving your completed application, a signed copy of this form, the Participant Eligibility Form, the program fee, and an Independent Placement Employer Agreement ("IPA"), signed by both you and the employer. If IWT is unable to confirm your job, you will have the following options: (a) your employer may contact the IWT offices in San Francisco directly to confirm your placement; (b) you may provide an IPA from a different employer – you may provide only two (2) IPA in total (c) you may switch to IWT's Premium Placement Service at an additional cost; or (d) you may cancel your application and forfeit your application fee. **If you do not cancel your application and IWT cannot confirm your placement within four (4) weeks of receiving your completed application, your application will be cancelled, and you will forfeit your application fee.**

* If you provide false and misleading information on your IWT IPA and IWT has not yet confirmed your placement, your application will be cancelled and you will forfeit your entire program fee. If such false and misleading information is identified at any time following confirmation of your placement, it will result in immediate dismissal from the IWT Program and forfeiting of your entire program fee.

You understand and agree to the following Independent Placement Service Refund Policies*:

SEVIS Fee: Once a DS form has been issued to you, the SEVIS fee is non-refundable even if your visa is denied or your application is cancelled.

Visa Denials: If your visa application is denied, IWT will refund the placement fee portion of your program fee provided the required procedures are followed. Refund of the placement fee is contingent upon (1) IWT being informed by the representative agency within 3 days of the visa denial; (2) IWT receiving the DS-2019, a copy of the passport biographical pages as well as the page showing the denial; (3) IWT receiving the Visa Denial Form from the representative agency providing an explanation for the denial. The documentation must be received within 21 days of the denial. The application fee portion of the program fee is non-refundable.

Denial of Entry: If you are denied entry to the USA by the USCIS, IWT will refund the placement fee portion of your program fee. Refund of the placement fee is contingent upon IWT's receipt of official proof of such denial of entry, including a statement of the reason for the denial, a copy of your passport and a letter from the IWT representative agency in your home country explaining the reason for the denial. The documentation must be received within 21 days. The application fee portion of the program fee is non-refundable.

Cancellations Prior to Placement Confirmation: If for any reason you cancel your Independent Placement Service application before your placement has been confirmed, or if your application is cancelled because IWT cannot confirm your placement, IWT will refund only the placement fee portion of your program fee. The application fee portion of the program fee is non-refundable.

Cancellations/Withdrawals After Placement Confirmation: If for any reason you cancel or withdraw from the IWT Program at any time after your placement has been confirmed, whether before or after your arrival in the USA, IWT will not refund any portion of the program fee.

Termination of Employment or Dismissal from Program: If you are terminated by your employer for any reason, with or without cause, or dismissed from the IWT Program for any reason, including but not limited to the grounds for dismissal identified in these Terms & Conditions, IWT will not refund any portion of the program fee.

Refunds Payable to Local Representative agency: IWT will pay any refund that is due pursuant to the above provisions by the end of the program season for which you applied. IWT will make such payment only to the representative agency 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 representative agency in your home country is paid to you. You and the representative agency 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 representative agency.

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

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 Independent Placement Service, or these Terms & Conditions shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, USA. 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 Independent 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.

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.

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.

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.

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 do not rely on any statements or representations that are not expressly stated in these Terms & Conditions.*

* *I agree to abide by these Terms & Conditions.*

Signed: _____

Date: _____

Print Name: _____

Intrax Student ID#: _____

Initials: _____