

Premium Placement Participant Terms & Conditions

(revised on 30MAR06)

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

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

You certify that:

1. The information provided on your application is complete and accurate.
2. You are between the ages of 18 and 28 years old at the time of application.
3. You are enrolled in a college or university outside of the United States at the time of application.
4. You are registered for a full-time course load for the semester following your participation in the Intrax Work Travel Program.
5. You speak, read, and understand English at the level indicated on your application.
6. You are physically capable of performing the tasks required as outlined in your job description.
7. You are able to participate in the Intrax Work Travel Program for the period indicated in the Placement portion of this Premium Placement Confirmation Form (“PCF”).

You agree that:

1. Within three (3) days of arriving in the United States you will confirm your arrival with Intrax Work Travel by completing the on-line Check In Form at www.intraxworktravel.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 Intrax Work Travel Program.
2. You will participate in an orientation provided by Intrax Work Travel or an Intrax Work Travel agent representative. Failure to do so will result in your immediate dismissal from the Intrax Work Travel Program.
3. 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 Intrax Work Travel Program.
4. If any change occurs in your employment as indicated on your DS-2019 form pursuant to these Terms & Conditions, you will pay the administrative fee as well as verify such change by following the procedures and completing the documentation required by Intrax Work Travel. Failure to do so will result in your immediate dismissal from the Intrax Work Travel Program.
5. You will not work beyond the program end date listed in section #3 of your DS-2019 form.
6. You will leave the United States within thirty (30) days of the program end date listed in section #3 of your DS-2019 form.

7. If you change your address while in the United States, you will notify Intrax Work Travel 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 Intrax Work Travel Program.
8. While in the United States, you will obey all federal, state, and local laws and the rules of the Intrax Work Travel Program. Failure to do so will result in your immediate dismissal from the Intrax Work Travel Program.
9. Upon receipt of the Intrax Work Travel Participant Handbook you will read the entire handbook and ask Intrax Work Travel or the Intrax Work Travel agent representative for clarification on any point(s) that are not explicitly understood.

You understand that:

1. A DS-2019 form enables you to apply for a J-1 Work Travel visa. The United States Embassy or Consulate may grant or deny your application for a visa. Intrax Work Travel is not responsible for and cannot control or change their decision.
2. Even if you receive a J-1 Work Travel visa, you may be denied entrance into the United States by the United States Citizenship and Immigration Service (“USCIS”). Intrax Work Travel is not responsible for and cannot control or change any denial of entrance into the United States.
3. You are responsible for bringing enough money to the United States 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 investments needed. Intrax Work Travel is not responsible for such expenses, or for any period of time during which you are not being paid by an employer. Intrax Work Travel cannot loan money to you.
4. 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 United States by ensuring that your plans are submitted to the Intrax Work Travel website by the Intrax Work Travel agent representative in your home country. Intrax Work Travel is not responsible for making or assisting you in making your individual travel or housing arrangements.
5. 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 United States.
6. As an Intrax Work Travel participant, you are subject to the United States 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. Intrax Work Travel 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.
7. Intrax Work Travel is your official program sponsor while you are in the United States. The Intrax Work Travel 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 Intrax Work Travel Program. In the United States, you may call Intrax Work Travel (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.

8. If you would like to lodge a formal grievance about the Intrax Work Travel Program, you will follow the Intrax Work Travel Grievance Procedures.
9. If you are dismissed from the Intrax Work Travel 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 a Premium Placement Service participant, you understand and agree that:

1. You will remain at your employment with the employer listed in Section #1 of your DS-2019 form for the duration you originally indicated on your enrollment application unless you are terminated by the employer or you obtain prior written authorization from Intrax Work Travel to leave your employment. If you leave your employment without having been terminated by the employer or obtaining prior written authorization from Intrax Work Travel, you will be dismissed from the Intrax Work Travel Program immediately. You agree to contact Intrax Work Travel if any job-related difficulties or disputes arise that may affect your continued employment.
2. Your employer may terminate your employment at any time, without prior notification, with or without cause. Intrax Work Travel is not responsible for and cannot control employment decisions made by your employer.
 - (a) If your employment is terminated for cause, including but not limited to poor job performance, misconduct, or misrepresentation of your qualifications on your application, you will be dismissed from the Intrax Work Travel Program immediately and you will forfeit the entire program fee.
 - (b) If your employment is terminated without cause, through no fault of your own, during the first eight (8) weeks of your participation in the program, Intrax Work Travel will attempt to provide you with a new employment opportunity suitable to your skills, experience and qualifications. If you accept a new employment opportunity, you will be responsible for the cost of transportation to the new employer's location.
 - (c) Under subsection (b), if for any reason you do not accept a new employment opportunity, or if Intrax Work Travel cannot provide you with a new employment opportunity suitable to your skills, experience and qualifications, you may remain in the Intrax Work Travel Program as an Independent Placement Service participant, and Intrax Work Travel will refund your representative agency the difference between the Premium Placement Service program fee and the Independent Placement Service program fee.
 - (d) If your employment is terminated without cause, through no fault of your own, at any time after the first eight (8) weeks of your participation in the program, Intrax Work Travel will assist you by providing information about possible new employment opportunities suitable to your skills, experience and qualifications. However, Intrax Work Travel is not responsible under any circumstance for providing you with a new employment opportunity upon such termination. If you find and accept new employment, you will be responsible for the cost of transportation to the new employer's location.
 - (e) Under subsection (d), if your employment is terminated without cause at any time after the first eight (8) weeks of your participation in the Intrax Work Travel Program, you may remain in the program as an Independent Placement Service participant, but you will not be entitled to a refund of any part of the Premium Placement Service program fee.

- (f) **NOTE – Ski Resort Exception:** The availability of employment at a ski resort is inherently seasonal and dependent on snow fall and other factors beyond the employer’s or Intrax Work Travel’s control. If you accept an employment opportunity at a ski resort, you agree to assume the risk that your employment may be terminated or your work schedule and hours may be limited. Accordingly, if you are employed at a ski resort and, through no fault of your own, you are terminated or subject to reduced hours at any time, regardless of the length of your actual participation in the Intrax Work Travel Program or the date of such termination or reduction, Intrax Work Travel will not provide you with a new employment opportunity or a refund of any part of the Premium Placement Service program fee. Intrax Work Travel may, in its discretion, assist you with seeking a new employment opportunity. If you find or accept new employment, you will be responsible for the cost of transportation to the new employer’s location.
3. Your employer may have to limit the number of hours you work per week for a variety of reasons, including but not limited to poor job performance, misconduct, or circumstances beyond the employer’s control. Intrax Work Travel is not responsible for and cannot guarantee your schedule or that you will be able to work a minimum number of hours per week. However, if, through no fault of your own, you have worked less than thirty (30) hours per week for at least three (3) consecutive weeks, Intrax Work Travel may, in its discretion, assist you with seeking a new employment opportunity. If you find or accept new employment, you will be responsible for the cost of transportation to the new employer’s location.
 4. If you secure new employment pursuant to any of the provisions in this section, you must verify such new employment in writing following Intrax Work Travel’s required procedures and documentation. Failure to comply will result in your immediate dismissal from the Intrax Work Travel Program.
 5. The Intrax Work Travel Program does not include housing and Intrax Work Travel is not responsible for providing housing to you. However, housing may sometimes be available in connection with certain employment opportunities. If housing is available with your employment opportunity, the information and restrictions on such housing are identified in the housing section of the Placement portion of this Premium Placement Confirmation Form (“PCF”). You must comply with any and all requirements indicated in the housing section of your PCF. Failure to comply with these requirements will result in your immediate dismissal from the Intrax Work Travel Program. If housing is available with your employment opportunity, Intrax Work Travel makes no representations or guarantees regarding the nature or quality of such housing. If your employment opportunity includes housing, you agree to contact Intrax Work Travel if any housing-related difficulties or disputes arise.

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

1. 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.
2. Visa Denials: If your visa application is denied, Intrax Work Travel will refund the placement fee portion of your program fee required procedures are followed. Your refund is contingent upon (1) Intrax Work Travel being informed by the representative agency within 3 days of the visa denial; (2) Intrax Work Travel receiving the DS-2019, a copy of the passport biographical pages as well as the

page showing the denial; (3) Intrax Work Travel 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.

3. Denial of Entry: If you are denied entry to the United States by the USCIS, Intrax Work Travel will refund the placement fee portion of your program fee. Your refund is contingent upon Intrax Work Travel'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 Intrax Work Travel agent representative in your home country explaining the reason for the denial. The documentation must be received within 21 days of the denial of Entry. The application fee portion of the program fee is non-refundable.
4. Cancellations Prior to Placement Confirmation: If for any reason you cancel your Premium Placement Service application before your placement has been confirmed, Intrax Work Travel will refund the placement fee portion of your program fee. The application fee portion of the program is non-refundable.
5. Cancellations/Withdrawals After Placement Confirmation: If for any reason you cancel or withdraw from the Intrax Work Travel Program at any time after your placement has been confirmed, whether before or after your arrival in the United States, Intrax Work Travel will not refund any portion of the program fee.
6. Termination from Employment Without Cause: If you are terminated from your employment without cause during the first eight (8) weeks of your participation in the Intrax Work Travel Program, Intrax Work Travel will refund only the difference between the Premium Placement Service program fee and the Independent Placement Service program fee and will do so only if: (a) you are not employed by a ski resort and (b) Intrax Work Travel cannot provide or you do not accept its offer of a new employment opportunity. Under all other circumstances, if you are terminated from employment without cause, Intrax Work Travel will not refund any portion of the program fee.
7. Changes in the Premium Placement Confirmation Form: If upon arrival actual circumstances vary from that which is stated on the Placement portion of this Premium Placement Confirmation Form you will not be entitled to a refund.
8. Reduced or Limited Work Schedule: If your work schedule or hours of work per week are reduced or limited for any reason, Intrax Work Travel will not refund any portion of the program fee.
9. Termination from Employment for Cause or Dismissal from Program: If you are terminated by your employer for cause, including but not limited to termination due to poor performance, misconduct or misrepresentation of your qualifications on your application, or if you are dismissed from the Intrax Work Travel Program for any reason, including but not limited to the grounds for dismissal identified in these Terms & Conditions, Intrax Work Travel will not refund any portion of the program fee.
10. Refunds Payable to Local Representative agency: Intrax Work Travel will pay any refund that is due pursuant to the above provisions by the end of the program season for which you applied. Intrax Work Travel will make such payment only to the local Intrax Work Travel representative agency in your home country. Intrax Work Travel will not pay any refund directly to you. Intrax Work Travel is

not responsible for ensuring that any refund it pays to the local Intrax Work Travel representative agency in your home country is paid to you. You and the local 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 Intrax Work Travel 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:

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 Intrax Work Travel Program, the Intrax Work Travel Premium 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 Intrax Work Travel or, if none, before an arbitrator selected by the American Arbitration Association. Either you or Intrax Work Travel 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 Intrax Work Travel Program or the Intrax Work Travel 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 Intrax Work Travel 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 Intrax Work Travel.
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.

Please note that based on the information available to Intrax Work Travel, the contents of the Premium Placement Confirmation Form are true and accurate as of the date of its issuance to the Premium Placement Service participant. All information is subject to change.

- *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#: _____

Document: IWT-06-30MAR06-TCPP-9

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