

# Integrate Chinese Life Terms & Conditions

The following Terms and Conditions apply to all Participant(s) or applicant(s) (hereinafter “you”, “your”, or “Applicant” or “Participant”), in any internship, training, language course, university course or degree or similar offering referred hereunder as the “Program” offered by Integrate Chinese Life Limited, a company incorporated in Hong Kong with registered number 2002117 and ROOMS 05-15, 13A/F., SOUTH TOWER, WORLD FINANCE CENTRE, HARBOUR CITY, 17 CANTON ROAD, HONG KONG (hereinafter referred to as “We”, “Our”, “Us”, “ICL”, “the Company” or “Integrate Chinese Life”).

1. By paying the Program fee or the deposit to Us, you agree to be bound by the following terms and conditions as described below.
2. In return for the receipt by Us of the Program fee, We undertake, subject to these terms and conditions, to do the following:
  - a. To arrange for the provision to the Participant of an unpaid/paid internship placement with an internship company (the “assigned internship company”) or training course or language course, university course or degree or a combination of those in China as part of the Program (referred to as a “placement”);
  - b. To provide the Participant with the services included in the arranged package. (ref. Service Agreement)
3. All rights to reject an application are reserved to Us if We believe a candidate is unsuitable for our program. This shall be done at our own discretion.

## 4. Selection Process

- 4.1 In order to optimize the Placement for the Participant and Third Party companies, Integrate Chinese Life will only select candidates that are ideal to for our program. In order to select ideal candidates, Integrate Chinese Life will conduct an interview with all Participants in which the participants will list what they are looking forward to in terms of industry they want to work in, services they would like to receive and other relevant information. Integrate Chinese Life may conduct a language test to make sure candidates are up to the standards needed for Our program. Participants shall send a copy of their passport and their Curriculum Vitae. Integrate Chinese Life will communicate to the Participant whether he/she has been accepted to the corresponding program. In the case Integrate Chinese Life rejects an Applicant the rejected Applicant shall submit to Integrate Chinese Life decision.

## 5. Services

- 5.1 Integrate Chinese Life offers relocation services, Chinese language trainings and other activities to Participants in Shanghai. The scope and price of the service package will be discussed and agreed upon by ICL and the Participant. A service agreement will be signed by both parties and attached to the terms and conditions upon payment of the initial deposit.

## 6. Deposit & Fees

- 6.1 All deposits are non-refundable unless We are unable to find a satisfactory host company for the internship or that the Participant is not hired by one of the companies chosen.
- 6.2 Unless an alternative payment schedule is arranged by a member of Our staff in Writing, the remaining amount of the program fee must be paid to Us within 10 days of the company’s approval of the candidacy of the Participant. If the participant cannot fulfil this payment deadline, the placement may be cancelled at our discretion and no refunds given unless by prior arrangement.

# Integrate Chinese Life Terms & Conditions

- 6.3** A written cancellation request must be written if an Applicant has paid the deposit and we have begun the research and application process. If the cancellation request is received before a first interview and within 10 days of the initial deposit payment ICL will refund the deposit minus \$ 50 for transfer and administrative expenses.
- 6.4** If the cancellation is received after 10 days of the initial payment or after a first interview We will not refund the deposit payment.

## 7. Program & Placement

- 7.1** If a Participant wishes to extend the program once he/she has begun the program, the Participant will be charged a fee for this extension. The fees for extending the programs shall be obtained through written communication with an Integrate Chinese Life member of staff. We reserve the right to refuse any such requests.
- 7.2** If a participant decides to discontinue their program before the final date, no refund will be given by Us. The Participant shall send written notice 2 weeks in advance clearly stating the reasons of discontinuing their program.
- 7.3** If We have to cancel the program before the starting date of the Participants program, for reasons that are in no way attributable to the Participant, a full refund of the program fee including deposit will be given to the participant. Integrate Chinese Life will not compensate participants for any other costs incurred in relation to the Program by the participant or any other person.
- 7.4** It is the participants responsibility to be aware of national holidays and any other relevant holidays that might change the nature of the program. We cannot be held responsible for the working hours of the company or the holidays.

## 8. Visa

- 8.1** Costs associated with the application of the Chinese visa will be covered by the participant. In the event that a Participant is refused an appropriate visa or suitable alternative by the Chinese Authorities, Integrate Chinese Life will reserve the right to give or not give back the full or partial cost of the Program fee. As we recommend Participants not to pay flight or other costs before they hold their valid visa we can in no way be held responsible for cancellation of flights or any other costs incurred by the Participant or any other person.
- 8.2** If for whatever reason the visa application is incorrect or the type or duration of visa granted is incorrect, we will use reasonable efforts to assist in amending of the visa, or process another visa, with the relevant P.R.C. authorities. We take no responsibility and are not liable for any consequences arising from the lack of issuance of the P.R.C. visa or for any incorrect issuance of the P.R.C. visa.
- 8.3** If for whatever reason the visa application is incorrect or the type or duration of visa granted is incorrect, we will use reasonable efforts to assist in amending of the visa, or process another visa, with the relevant P.R.C. authorities. We take no responsibility and are not liable for any consequences arising from the lack of issuance of the P.R.C. visa or for any incorrect issuance of the P.R.C. visa.
- 8.4** It is the responsibility of the Participant to comply with P.R.C. visa regulation. Integrate Chinese Life is not responsible or liable for any lack of compliance with the P.R.C. visa regulation.

# Integrate Chinese Life Terms & Conditions

## 9. Participants

- 9.1 Integrate Chinese Life, its suppliers, affiliate companies and members of staff are not liable for any case of injury, accident or sickness suffered by the Participant, or theft or damage to the belongings of the Participant.
- 9.2 All Participants are responsible for their own safety during the Program and neither the Company nor the assigned internship company is responsible or liable for any accident, sickness, loss, damage, expense or hazard encountered or incurred by the Participant during the Program.
- 9.3 It is the Participants responsibility to ensure that he/she has purchased full and comprehensive insurance before they depart to China. All participants must bring all the relevant insurance documents with him/her to China. Neither the Company nor its employees are liable for any medical advice given by the company or third parties.

## 10. Behaviour & Conduct

- 10.1 If the participant was not to comply to the rules outlined by the assigned internship company, the laws of the People's Republic of China or the rules of Our program, We may cancel the Program of the Participant immediately with no refund of the program fees.
- 10.2 Participants will take full responsibility for their conduct at all times during the Program. The Participant will not act irresponsibly, break the law of the People's Republic of China, or put themselves or others in dangerous situations, and if they do, will be responsible for the consequences.
- 10.3 Any Participant showing anti-social behaviour including but not limited to bullying, harassment of other participants, negative conduct towards other group members, Our representatives, our partners representatives or clients, excessive work absence can be expelled off the designated accommodation and their program can be cancelled immediately.

## 11. Third Party

- 11.1 Integrate Chinese Life is not responsible or liable for the conduct of third parties, including but not limited to the assigned internship company, schools and agencies.
- 11.2 Integrate Chinese Life takes no responsibility and is not liable for any accidents that take place at any third party locations.

## 12. Participant & Host Company

- 12.1 Should a problem arise for a Participant during the timeframe of our Program, the Participant should notify Us immediately in written format through an E-mail ([info@integratechineselife.com](mailto:info@integratechineselife.com)) stating the problem with clarity. Integrate Chinese Life will discuss the problem with the Participant and discuss ways in which it can be solved. Integrate Chinese Life is not responsible for any communication that is not recorded in written form that has been sent by Us to the Participant or received by Us from the Participant.
- 12.2 The Participant agrees to the following points:
  - a. Abide by or comply with any applicable rules and internal policies or guidelines of the assigned internship company, training course provider (including but not limited to language courses)
  - b. Exhibit problems in her/his placement with our staff in writing by email or correspondence prior to discussion with any third party. If the assigned internship company terminates a placement prior to the end of the stated time as a result of the Participant's inadequate or unhelpful participation, absence from work or repeated tardiness in arrival at work, no refund of Program fees will be given and We are under no obligation to provide another placement.

# Integrate Chinese Life Terms & Conditions

- 12.3** The Participant agrees to sign a Non-Disclosure Agreement with the assigned internship company. Regardless of whether or not the assigned internship company requires the Participant to sign an Agreement, the Participant agrees to keep confidential all matters relating to Intellectual Property and confidential information.
- 12.4** The workload assigned to the Participant by the assigned internship company is not Our responsibility whether the workload is considered to be too much or too little by the Participant. In such cases, the Participant should discuss the problem with Us and We will endeavour to resolve the issue.
- 12.5** Integrate Chinese Life takes no responsibility for any damages caused by a Participant to any third parties, including but not limited to the assigned internship company and the assigned accommodation, which in all cases are responsibility of the Participant and she/he would be liable for them. It is the Participants responsibility to ensure he/she has purchased personal liability insurance prior to the commencement of the Program.

## 13. Other

- 13.1** The maximum liability is the aggregate cash amount paid by the Participant to Integrate Chinese Life for the Program.
- 13.2** This agreement and the Terms and Conditions described herein shall be governed by, and construed in accordance with Hong Kong law
- 13.3** Disputes, controversies or claims arising from or relating to this agreement or terms and conditions described herein including, but not limited to, the invalidity, validity, breach or termination thereof, shall be settled in by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules in place then the Notice of Arbitration is submitted in accordance with these Rules. The amount of arbitrators shall be one and the arbitration proceedings shall be conducted in English.
- 13.4** This agreement supersedes all previous agreements between the parties relating to its subject.
- 13.5** Anyone who is not a party to this agreement shall have no rights under or in connection with it.
- 13.6** The rights of the parties to rescind or agree any variations, settlement or waiver under this agreement is not subject to the consent of any person that is not a party to this agreement.
- 13.7** In the case a part, section or provision is found, by a an authority of competent jurisdiction, to be invalid, illegal or not enforceable, that part, section or provision shall, to the extent required, deemed not to form part of this agreement, and the validity and enforceability of other provisions of this agreement shall not be affected. The part, section or provision of the agreement shall suffer the minimum modification possible to make it enforceable, legal and valid with it trying to achieve the original commercial intent of the Company and the Participant through the negotiation in good faith to amend such provision.
- 13.8** In entering this agreement, each party agrees, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

**I have read and agreed to the terms and conditions above, which are applicable to all of the Company's Programs**

Participant Full Name

Date (dd/mm/yyyy)

Participant Signature