TERMS &CONDITIONS

J-1 INTERN/TRAINEE PROGRAM

These Terms & Conditions apply to all applicants and participants of the J-1 Intern/Trainee program. By submitting your online application on www.training4hospitality.com you acknowledge you have read and fully understood these Terms & Conditions.

SECTION I. – Applicant Responsibilities

1. The Applicant agrees that all the information provided in the application is true to the best of their knowledge and acknowledges that any false or misleading information may lead to the rejection of the application or, if discovered later, to immediate dismissal from the program.
2. If Applicant provides information that is found out to be false or incomplete, such as the status of graduation, information on the Curriculum Vitae/resume, references, past visa applications. Denials etc., no refunds are issued.
3. The Applicant is responsible for considering his or her personal health and safety needs when applying for and participating in the program. If the Applicant suffers from any health or other condition that would create a risk for him or her or others while abroad, he or she should not apply.
4. The Applicant acknowledges that he or she has been given access to the Training 4 Hospitality itemized list of fees associated with being on the USA J-1 Intern/ Trainee Program. The Applicant agrees to pay all fees in accordance with the requirements of Training 4 Hospitality as outlined in these Terms & Conditions.
5. The Applicant is responsible for completing and submitting all requested documentation (including a valid copy of their passport) to Training 4 Hospitality in a timely fashion for the J-1 Intern/Trainee visa application. Training 4 Hospitality cannot be held responsible for any additional costs incurred (including the cost of rebooking a flight) by the Applicant due to delays in submitting documentation or delays by the U.S. Embassy in issuing a visa. Moreover, Training 4 Hospitality advises the Applicant not to book a flight until she or he has secured the visa and housing, since Training 4 Hospitality cannot be held responsible for the costs of rebooking or cancelling a flight due to delays in processing or visa rejections.
6. The Applicant will be subject to English language screening and will need to complete multiple interviews (screening interview, process interview, placement interview, embassy interview) as well as to participate in the J-1 Intern/Trainee Program.
7. The Applicant must supply Training 4 Hospitality with the name and contact details for an emergency contact, to be contacted in the case of emergency.
8. If the Applicant has previously held a J-1 Exchange Visitor Visa for the U.S., they declare to supply Training 4 Hospitality with copies of all previously held US visas, including but not limited to the Work & Travel, Student, Intern and Trainee categories.
9. Training 4 Hospitality's Partners issue a DS-2019 form if the Applicant meets all relevant program requirements but has no control over the decision of the U.S. Embassy or consulate in the Applicant's country of residence to issue a J-1 Visa.
10. The Applicant is responsible for timely communication. If no communication takes place between Applicant and Training 4 Hospitality for 3 months, the Application is considered to be void.

SECTION II. – General Program Participant Responsibilities

1. The Participant is responsible for reading and carefully considering all materials made available to him or her that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S. The Participant must take full responsibility in the event that laws, regulations, or customs are broken, regardless of his or her actual knowledge of these laws, regulations, or customs.
2. The Participant is required to comply with all Exchange Visitor Program rules. If the Participant violates any program rules, the right is reserved to revoke his/her legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated participant also loses his/her legal right to remain in the U.S.
3. In addition to reviewing all program and visa materials, the Participant is required to complete an Exchange Visitor Program orientation.
4. The Participant is required to comply with all U.S. laws while inside the United States. If the Participant violates any U.S. law, the right is reserved to revoke his/her legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated participant also loses his/her legal right to remain in the U.S.
5. The Participant must exercise due care once in possession of the legal documentation (DS-2019, DS-7002, J-1 Visa, etc.) for the program. The cost of replacing these items must be borne by the Participant.
6. The Participant is responsible for all of his or her acts along with any resulting loss or damage while on the program. The Participant agrees to indemnify and hold harmless Training 4 Hospitality for damages or loss to any party caused by their own or 3rd parties conduct.
7. The Participant is required to maintain communication and follow instructions of their Host Organization. Prior to arrival, notify the Host Organization in advance of their arrival and departure dates, and promptly advise the Host Organization of any changes to their travel itinerary due to visa delays or any unforeseen circumstances.
8. All travel before, during and after the program is at the Participant's own risk. If the Participant chooses to operate motorized vehicles, he or she is responsible for obtaining the necessary license, permission and insurance, and does so at his or her own risk.
9. The intention and agreement of this program is that the participant return home at the conclusion of the training and not pursue employment in the U.S. under another type of visa.
10. Once the Participant has commenced his or her travel to the U.S., Training 4 Hospitality cannot amend the program dates as listed on the DS-2019 for any reason. It is the Participant's responsibility to check the program start and end dates prior to traveling to the U.S. to ensure that the dates are correct.
11. The Participant is required to comply with all U.S. Government visa and immigration requirements, including the SEVIS requirement as follows:
    a) Notification of arrival at U.S. Host Organization to visa sponsor within 10 days after the date of arrival.
    b) Providing a valid email address and phone number upon arrival at U.S. Host Organization.
    c) Notification of any change in U.S. home address, phone number or email address within 10 days of the change.
12. The Participant understands that they are on a cultural exchange program and as such is expected to actively participate in American cultural activities during the program. The Participant agrees to make a good faith effort to seek out and participate in American cultural activities and to interact with U.S. citizens.
13. The Participant agrees that they will not engage in any activity that would bring the Intern/Trainee Program or the U.S. Department of State into notoriety or disrepute. If the

participant engages in such activities, their program may be ended prematurely, and the participant will be required to return home immediately.

SECTION III. – Participant Responsibilities with Respect to His or Her U.S. Host Organization

1. Participants are solely responsible for their own conduct and well-being both at and outside their Host Organization. Training 4 Hospitality cannot and does not monitor Participant's personal conduct.
2. The Participant must only train at the Host Organization listed in his or her application and on the DS-2019 form. If for any reason a change of Host Organization becomes necessary, the Participant must contact Training 4 Hospitality immediately.
3. If the actual internship/training experience deviates significantly from the terms set forth in Form DS-7002, or if the internship/training environment, for whatever reason, proves unsupportive, the Participant should contact Training 4 Hospitality directly. If warranted, Training 4 Hospitality will endeavor to assist the Participant in finding another position. However, Training 4 Hospitality makes no guarantee that it will be able to do so and, furthermore, makes no representation that it will be able to find an internship/training position for the Participant in the same geographical area or at the same compensation level.
4. If Participant is terminated by the Host Organization from the J-1 Intern/Trainee Program for non-compliance with the Internship/Training Placement Plan or the workplace rules of the Host Organization, no transfer will be offered.
5. Per the regulations of this program, Participants may not take a job in addition to their approved training.
6. The participant understands that under no circumstances can they be out of training or out of the U.S. for more than 30 days at any point during their program.

SECTION IV. – Participant Responsibilities at the end of the Internship/ Training Program

1. The Participant agrees that he or she intends to return home upon completion of the program and not to attempt to stay in the U.S.

SECTION V. – Training 4 Hospitality J-1 Intern/Trainee Program Services and Responsibilities

1. Training 4 Hospitality agrees to offer services in regard to the J-1 Intern/Trainee Program as outlined on our website (www.training4hospitality.com), including the Participant's education on the J-1 Intern/Trainee Program, screening Participant's eligibility for the Program, assessing Participants level of English and the continuous assistance to Participant to make Program Application successful. Training 4 Hospitality give 1 to 1 consultations and preparation meetings before both the hotel and embassy interviews. These are respectively 30 (thirty) minutes and 1 (one) hour. Additional time may be purchased by the participant for $125 per 30 (thirty) minutes.
2. Training 4 Hospitality agrees to make its best endeavor to process Participants applications in a timely manner. Participant is aware the application process can take a long time and is largely dependent on Participants responsiveness in filing documents necessary to process J-1 Intern/Trainee visa.
3. Training 4 Hospitality agrees to make its best endeavor to find Participant a training position in the area of Participants choice. Training 4 Hospitality will make Participant aware if Participants choices are unrealistic and will give Participant advice to proceed Program application.
4. Training 4 Hospitality may offer part of its services in collaboration with Third Parties.

SECTION VI. – Program Fees

1. T4H charges Program Fees for its J-1 Intern/Trainee Program. As a company dedicated to Cultural Exchange & Education, we aim to keep Program Fees as low as possible.
2. Training 4 Hospitality Program Fees include all services as outlined on our website (www.training4hospitality.com), including mandatory insurance, sourcing of a training position in the field of interest of Participant, DS2019 and DS7002.
3. During the application process, two payments are required by Participant:
    a. Training 4 Hospitality schedules a Zoom Consultation after receiving Participants Online Application. After a successful consultation, the application fee of $200 is due.
    b. Program Fees (minus $200 application fee) are due after Participant signs Host Organizations Offer Letter. Fees are due immediately at that point and are payable within 5 business days to Training 4 Hospitality.
4. Any transaction costs are to be borne by Participant.
5. No visa documentation is issued until payment of all Program Fees are received by Training 4 Hospitality.
6. The Applicant must pay the local visa fee to the U.S. Embassy ($160). The Applicant is also responsible for any additional fees that might apply at the U.S. Embassy or Consulate in the country where he or she is applying for the visa, as well as the government SEVIS fee collected as part of the application ($220).
7. The Applicant must pay for all other costs not included in the Program Fees. These costs may include, but are not limited to: housing deposits, rent, living costs, airfare, transportation costs, utilities.

SECTION VII – Cancellation and Refund Policy

1. Participant acknowledges to be a serious candidate by filing his or her Online Application and is aware of the Program Fees and the timing of payments of these Program Fees.
2. Application Fees are nonrefundable.
3. All Program Fees are due after Applicant has been hired by a Host Organization and Applicant has signed Host Organizations Program Offer Letter.
4. Cancellations received by a Participant after a Host Organization Offer Letter has been issued will be subject to a $350 cancellation fee in addition to the Application Fee of $200.
5. Cancellations received by a Participant after the DS-2019 is issued will be subject to a $1300 cancellation and $200 Application Fee, providing the unused DS-2019 is returned within 10 days of issuance. If the original DS form is not returned within 10 days of issuance, no refund will be issued.
6. In the case of a visa denial, applicant must return the unused original DS-2019 and submit proof of the denial from the embassy within 10 business days of the denial. Once the original DS-2019 form has been received, $1300 of the program fees and the Application Fee $200 will be retained. Refunds will not be issued if the DS-2019 form is not returned or received within 10 business days of denial.
7. In no case will a refund be issued to participants who have received their visa or entered the United States.
8. Time that is additionally purchased for the purposes of embassy appointment preparation under SECTION V,1 is nonrefundable.
9. Refunds to Applicants under SECTION VII, 2 will be issued within 90 days from the day the request for cancellation is received by Training 4 Hospitality
10. Refunds to Applicants under SECTION VII, 5,6 will be issued within 90 days after confirmation the DS-2019 form has been received by our sponsorship organization.

12. If Application is canceled under SECTION I, 10, no refunds will be issued.
13. In no case will a refund be issued if Applicant has provided Training 4 Hospitality with information in their application or supporting documents that is found out to be untrue or incomplete. Such information can be, but is not limited to, references, graduation status, work experience, good conduct letters, etc.
14. In case of severe circumstances, such as worldwide pandemics, military conflict, natural disasters, T4H retain the right to extend (appropriately) the refund period beyond 90 days. In this case, Applicants will be notified via email.
15. Cancellation of the J-1 intern/Trainee visa program caused by actions of the government of the United States of America will not be entitled to a refund. The candidate has the right to delay their program to a later date or use their program fees as credit for another internship program.

SECTION VIII. – Contractual Terms and Other Program-Related Conditions

1. This English language version of the J-1 Intern/Trainee Program Terms & Conditions, including the information filed in the Online Program Application, is the binding contract between the Participant and Training 4 Hospitality.
2. The conduct of the J-1 Intern/Trainee Program is subject to U.S. government approval and may change without notice.
3. Training 4 Hospitality is not liable for any act or failure to act of any third party. Without limitation, Training 4 Hospitality is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with or bites from domestic or wild animals, pests or insects, sanitation problems, food poisoning, disease, epidemics or the threat thereof, lack of, access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of Training 4 Hospitality.
4. Training 4 Hospitality reserves the right to provide you with information Training 4 Hospitality deems useful to program Participants, including but not limited to tax, travel and related services.
5. Program participation begins on the day of departure from the Participant's home country and terminates on the day of departure from the U.S. (so long as this occurs within the legal program dates). The maximum length of training in the Hospitality industry is 12 months; however, the overall period of time in the U.S. may extend beyond the respective maximum durations as follows: The Participant can arrive to the U.S. a maximum of 30 days prior to the DS-2019 program start date and remain in the U.S. for up to 30 days beyond the DS-2019 program end date. The 30 days after the program end date represent a "Grace Period" extended to the Participant by the U.S. Government. This period is intended to be used for travel within the U.S. and the Participant is not allowed to train or to work in any capacity during this time. Moreover, the Participant also is not allowed to leave and re-enter the U.S. during this period, since the DS-2019 has expired. The participant agrees to notify Training 4 Hospitality if he or she completes his or her program early and departs the U.S. prior to the end date listed on his or her DS-2019 Form.
6. As part of this program, the U.S. Government requires that all Participants have a certain level of insurance coverage, which Training 4 Hospitality includes as a mandatory part of its program. The Participant is automatically covered within the internship/training program dates as outlined on the DS-2019 form. Should the Participant plan to arrive to the U.S. before the program start date, or to remain in the U.S. after the program end date during the "Grace Period" as outlined above, this must be

made known to Training 4 Hospitality during the initial processing of the application. Training 4 Hospitality cannot be held responsible for any insurance claim made outside of the insurance dates confirmed to the Participant in his or her pre-departure program materials

7. Training 4 Hospitality may provide the Participant's contact information to third parties who provide useful services to exchange program Participants. Third parties receiving this information will be required to provide the Participant with the opportunity to opt out after the first contact.
8. The Participant gives Training 4 Hospitality permission to use any written, photographic, or video images of himself/herself in the course of reporting on and/or promoting Training 4 Hospitality programs.
9. Training 4 Hospitality retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend all privacy regulations that may apply.
10. Participant agrees to release and hold harmless Training 4 Hospitality, its officers, shareholders, affiliates and employees (collectively "Training 4 Hospitality") from and against any claims, causes of action and liability for any financial or other loss, damage, personal injury, illness or death suffered or incurred by participant, whether based on tort, breach of contract or any other theory.