

## TERMS AND 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 or similar offering referred hereunder as the "Program" offered by Cinternship Limited, a company incorporated in Shenzhen having its registered office at No.8 Langshan Rd, Nanshan Dist, Shenzhen, China and/or any of its subsidiaries (hereinafter referred to as "We", "Our", "Us" "the Company" or "Cinternship"). These Terms and Conditions together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Us. The copyright in and to the terms and conditions belongs to the Company and any copying of the terms and conditions without our prior written permission constitutes an infringement of our legal rights and we will take legal action if necessary.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- (a) He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- (b) He/she consents to our use of information in accordance with our Privacy Policy;
- (c) He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services.

### 1. The Services

**Internship Matching:** The Standard Service will only consist of the matching process, which will incur a application fee only if you decided to participate in the matched internship program. No other contracted service will be provided, except for what's specified below. Please note that the Program is not a 'tourist service' or a holiday and will require a genuine commitment from you, (please see clause 2 for further information on this). No element of the internship is or should be considered as a 'tourist service', and therefore the sale of the internship with the accommodation does not constitute a 'Package' as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 or the Council Directive on Package Travel, Package Holidays and Package Tours (90/314/EEC).

**The Optional Accommodation Service:** If the checkbox for Optional Accommodation Service is checked on your application, this will indicate that you agreed to purchase our accommodation service with a cost. The amount of cost is accordance with the number shown on [www.cinternship.com](http://www.cinternship.com), our official website. Accommodation is provided from the start date of your program until the end date of your program as listed in your booking confirmation. You must check out of the accommodation on the end date listed. Upon arrival a deposit will be paid by the You direct to the designated accommodation. This deposit will be fully refunded by the designated accommodation provided that no damage, theft or other expenses are outstanding upon checkout. Cinternship is not responsible for the decision of the designated accommodation provider to make deductions to the Participant's deposit.

#### Bonus Service Provided After Purchasing Our Accommodation Service

We retain all lawful rights to reject the application of any person We deem unsuitable for our Program, at our own discretion. We do not discriminate on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations, and marital status, and We do not reject a person's application based on any of the aforementioned criteria.

### 2. Your Commitment

Your chosen Program is an opportunity to gain work experience, training and/or professional skills in China. It is an investment in your future and is not a holiday or tourist service and we would ask that you manage your expectations accordingly before embarking on one of our Programs. You confirm that you are committed to completing the Program you have chosen to book and will do so to the best of your abilities. Where you have chosen a training or skills Program, you will be required to attend all lessons and seminars, complete all tasks and work given to you (including any additional study) and treat your teachers and fellow students with respect and courtesy. Where you have booked an internship placement, you will be required to behave as an employee of the assigned internship company, including arriving at work on time, completing all tasks given to you, and treating the internship company and your fellow colleagues with respect and courtesy. Furthermore, you accept that Cinternship has no control over the jobs and tasks given to you, or the type or amount of work given to you during your placement. Please see clause 11 for further information on this.

### 3. Booking & Payment

In order to make a booking with us you must pay the application Fee. If you decided to use our accommodation service, the service fee should also be paid in full in order to start the program.

All fees are non-refundable unless the Program has been cancelled by Us without the Participant's consent or a refund is decided upon at Our discretion.

After you make your payments, we will issue you a confirmation email that will confirm the details of your booking and will be sent to you. Upon receipt, if you believe that any details on the confirmation or any other document are incorrect you must advise us immediately as changes can not be made later.

### 4. Changes and Cancellations

If an Applicant has paid the full amount of the Program fee and wishes to cancel a placement prior to starting the Program, then this must be done via a written cancellation request, to the address of the office of Cinternship dealing with the Applicant's application to participate in a Program. Upon receipt of a cancellation request by Us from the Applicant, a 50% refund of accommodation fee, , will be given by Us to the Applicant, if the applicant choose to use our accommodation service, except where the cancellation request is received by Us fewer than 12 weeks before the proposed departure date of the Applicant, in which case, no refund will be given. Notice that the application fee is not refundable in any cases.

Unless previously agreed, if a Participant wants to extend or change his/her Program once he/she has begun the Program, the Participant will be charged our relevant administrative fees, details of which can be obtained from your Cinternship office. Such requests must be made at least two weeks prior to the internship starting date immediately following the date upon which the Participant's original Program ends. We reserve the right to refuse any such requests at our sole discretion.

In the event that a Participant decides to discontinue his/her Program after it has started but before it is due to end for any reason, no refund will be given by Us.

We reserve the right to change our suppliers and the format of our service as and when necessary at our discretion and without requiring the consent of the Participant. We will however endeavor to provide as similar a Program as possible at all times.

### 5. Termination of the Program

If the assigned internship company terminates a Participant's placement prior to the end of the stated time as a result of the Participant's inadequate or unhelpful participation, prolonged or repeated absence from work, repeated tardiness in arrival at work, or for any other reason attributable to the behavior of the Participant, no refund of Program fees will be given and We are under no obligation to provide another placement. In such a case, the Participant will be required to leave the designated accommodation within two days of being informed by Us in writing to do so.

If the Participant wishes to terminate his/her placement prior to the end of the time stated in the offer letter for any reason, he/she must provide Us with written notice prior to placement termination, clearly stating the reasons for such a decision. No refund of Program fees will be made in this situation, no other placement will be offered and the Participant will be required to leave the designated accommodation within two days of being informed by Us to do so.

In situations where the Participant does not comply with the rules of the assigned internship company or rules of our Program or the laws of the People's Republic of China, We may cancel the Program of the Participant by notice to the Participant and no refund will be granted to the Participant and the Participant will be required to leave the designated accommodation within two days of being informed by Us to do so.

We reserve the right to expel a Participant from the Program by notice to the Participant at our own discretion for reasons including but not limited to breaking the law of the PRC, bullying or harassment of other Participants, anti-social or unreasonable behavior or unfit conduct towards other group members, Our representatives or the assigned internship company or excessive absence from work. In such instances, We retain the right to immediately eject the Participant from his or her designated accommodation and cancel the Program of the Participant.

#### **6. Accuracy**

The content and information displayed on our website and other promotional material is believed to be valid and correct but mistakes can be made and We are not liable, and you shall not hold Us responsible, for any misinformation or ambiguities in such content. We reserve the right to amend the prices of our advertised Program fees at any time without notice and you may be liable for any increased Program fee unless your full Program fee has already been paid to Us. You must check the current price and all other details relating to the Program that you wish to book before your booking is confirmed.

#### **7. Visas**

Cinternship Service does not include assisting Visa applications. However, the matched internship company may have relevant policies/services. Consult your matched internship company for more information. Cinternship will assist you with the communication process. Also, Cinternship provide visa application manual for free, which is located on our official website [www.cinternship.com](http://www.cinternship.com). Our customer service department will be happy to assist you if you have any questions. Please contact us through email.

#### **8. Force Majeure**

We are not responsible or liable for changes or cancellations to the Program under any of the following circumstances; war or threat of war, terrorism or threat of terrorism, civil strife, riot, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, ice and river conditions, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a "force majeure" and in such cases no refund or compensation for any loss will be given to the Participant by Us unless otherwise decided at Our discretion. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

#### **9. If you experience any problems**

If the Participant should experience any problems whilst partaking in our Program, he/she must immediately inform Us in writing by email or letter to the email or postal address of the Cinternship office that is the local to the location of the Participant's Program, with a clear explanation of the problem. In such an event, We will discuss the problem with the Participant and will discuss ways in which the problem can be solved. We are not responsible for any conversations or anything that is said by Us or on our behalf unless it is recorded in the written form either in an email or letter sent by Us to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

#### **10. The Participant's Behaviour & Responsibilities**

The Participant agrees to abide by and/or otherwise comply with any applicable rules and/or internal policies or guidelines of the assigned internship company, training course provider or language course provider. The Participant agrees to discuss any problems in his/her

placement with our staff in writing by email or letter prior to discussion with any third party, such as the assigned internship company.

Participants will take full responsibility for their conduct at all times during the internship. 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.

Participants are to conduct themselves in an orderly and acceptable manner at all times and not to disrupt the Program with their behavior. If in Our opinion or in the opinion of internship company or any other person in authority, your behavior is causing or is likely to cause distress, danger or annoyance to any third party or damage to property, We reserve the right to terminate the internship immediately. In the event of such termination our liability to you will cease and you will be required to leave your accommodation or other service immediately. We will have no further obligations to you. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You may also be required to pay for loss and/or damage caused by your actions and we will hold you liable for any damage or losses caused by you. Full payment for any such damage or losses must be paid directly to the accommodation or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behavior of other persons or individuals who have no connection with the internship company or with us.

It is your responsibility to be aware of any national holidays or other events including company holidays that may change the nature of your Program.

We reserve the right to make charges for any missing or damaged items from the designated accommodation or for any additional cleaning or repair charges to the designated accommodation that may be incurred during the internship. The Participant agrees to pay these charges as notified to the Participant in writing in full to Us within 14 days of finishing the internship.

In instances where the assigned internship company demands it, the Participant agrees to sign a Non Disclosure Agreement with the assigned internship company. Regardless of whether or not the assigned internship company requires a written Non Disclosure Agreement, the Participant agrees to respect and keep confidential the Intellectual Property, trade secrets and any confidential information of the assigned internship company.

#### **11. Internship Programs**

Where you have booked an internship placement, you will be required to behave as an employee of the assigned internship company, including arriving at work on time, completing all tasks given to you, and treating the internship company and your fellow colleagues with respect and courtesy. Most internships have working hours between 9.00am – 5.00pm Monday to Friday, however these hours may vary and you may be required to work more or less hours as requested by the internship company. You must at all times adhere to the company's code of conduct, dress code, social media and internet usage policy, break times and any other rules and regulations placed on you by the assigned internship company. You accept that during your internship you are representing the assigned internship company as well as Cinternship, and you will ensure you behave appropriately at all times during your stay in China. You accept that failure to comply with this clause may result in your internship being terminated by the assigned internship company without notice and there will be no liability for refunds or compensation in this situation.

Furthermore, You accept that We are not responsible for and do not have any control over the workload provided by the assigned internship company whether it is of a high intensity or low intensity, nor are we responsible for the types of tasks given to you. In the event you are unhappy with any aspect of the work you are being given, You should discuss the problem with Us and We will endeavour to resolve the issue accordingly, however in the event the situation cannot be resolved to your satisfaction, We have no further liability to You.

## 12. Flights

International flights are not included in the cost of any of our Programs. You must buy your own airplane tickets to fly to the PRC. We are not responsible to you for any damages or costs due to any action, negligence or event relating to the purchase or operation of flight tickets or flights. We are also not responsible for any costs or refunds due to changes or delays in flights. In some locations, such as US, UK, Italy and Australia, Participants' contact details will be forwarded to a designated contact at our partner flight and insurance provider, however it is the Participant's choice whether to use our recommended provider or not and We take no responsibility for any consequences arising from this decision.

## 13. Our Liability

We have a duty to select the suppliers of the services making up your Program with reasonable skill and care. We have no liability to you for the actual provision of the Program, except in cases where it is proved that we have breached that duty and damage to you has been caused.

We take no responsibility and are not liable for any third party behaviour or actions including but not limited to that of the assigned internship company and employees at the designated accommodation.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- a. The act(s) and/or omission(s) of the person(s) affected;
- b. The act(s) and/or omission(s) of a third party unconnected with the provision of the Program and which were unforeseeable or unavoidable; or
- c. Unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- d. An event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.

You assume full and complete responsibility for checking and verifying any and all vaccination requirements or recommendations, and all conditions regarding health, safety, security, political stability, and labor or civil unrest in the locations you will be travelling to in China.

Our aggregate maximum liability is limited to the amount of the actual cash paid by you to Company for the Program (except in any cases involving injury, illness or death).

It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note we cannot accept any liability for:

- a. Any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning

your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or  
b. Any business losses.

We will not accept responsibility for services or facilities which do not form part of our agreed Program with You or where they are not advertised on our website. For example any excursion you book whilst in China, or any service or facility which your accommodation or any other supplier agrees to provide for you.

Nothing in these Terms and Conditions is intended to exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

We take no responsibility and are not liable for:

- a. any accidents that take place at any third party locations including but not limited to the premises of the assigned internship company and the designated accommodation; and
- b. any damages to the assigned internship company during a Participant's placement with it, which, in all cases, the Participant shall be responsible and liable for. It is the Participant's responsibility to ensure that he/she purchases personal liability insurance prior to the commencement of the Program.

## 14. Law and Jurisdiction

These terms and conditions and this agreement shall be governed by, and construed in accordance with, law of People's Republic of China.

Any dispute, controversy or claim arising out of or relating to these terms and conditions or this agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in China.

## 15. General

A person who is not a party to this agreement shall not have any rights under or in connection with it.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

If any provision of the agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

If a provision of the agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable OR the Company and the Participant shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the original commercial intention of the Company and the Participant.

I am aware that my internship is strictly unpaid **and short term (under 3 months)** and I confirm that I will not undertake any other work opportunities in China during our program, other than those provided by Cinternship. I understand that this is in accordance with Chinese laws and Exit and Entry Administration Law of the People's Republic of China.

- 我将会严格遵守此次在中国实习是无薪和短期（**3 个月以下**）实习的规定。除了 Cinternship 提供的实习外，在项目期间，我将不会在中国从事其他工作机会，此条例符合中国法律以及中华人民共和国外国人入境出境管理条例。

Please let Us know if you are currently on medication that We need to be aware of. If so, please list the details here:

Please let Us know about any medical conditions/history (e.g. allergies) that We need to be aware of. If so, please list the details here:

Please let Us know your medical/travel insurance (including account number) details. It is a program requirement that you have insurance, so you **MUST** fill this box out:

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

**Participant:**

Signature

Name – Block Capitals

Date

**Next of Kin Emergency Contact Details:**

Full Name – Block Capitals

Mobile Phone

Email Address