

INTO»
CAREERFIRST



TERMS AND CONDITIONS

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INTO CAREER FIRST US PROGRAM

1. APPLICATION OF THE TERMS

- 1.1 These terms and conditions and the terms referenced herein (including the Terms of Use and Privacy Policy) along with the Offer Letter (collectively, the **"Terms"**) set out the final and integrated contractual terms that apply between INTO North America Inc is a Delaware entity, whose registered office is 8910 University Center Ln, San Diego, CA 92122 (**"INTO"**), and any person who wishes to enroll (the **"Participant"**) in the INTO Career First Program (the **"Program"**).
- 1.2 Unless otherwise expressly indicated in the Terms, all provisions of these Terms apply to the Advanced, Enhanced and Essential Packages of the Program. Further details of the Program (including details of the of the module content and content hours of the Advanced, Enhanced and Essential Packages) can be found at www.intofuture.com/
- 1.3 These Terms constitute the entire agreement between INTO and Participant regarding the provision by INTO of the Program to Participant, and supersede and extinguish all previous agreements, promises, assurances, representations and understandings between them, whether written or oral, with respect thereto. Program information on INTO's website, brochures, and other promotional materials are for informational purposes only and are not incorporated into these Terms. INTO reserves complete discretion to make variations or changes to the contents and methods of delivery of the Program (including technical requirements), to discontinue the Program, and to combine and merge courses or modules. Participant will be informed as soon as practicable of any material changes, provided its sole recourse with respect thereto is cancellation as outlined in Section 5.
- 1.4 Participants should read each of these terms and conditions very carefully before signing and submitting an application for admission, and prior to submitting an Acceptance Form.**

2. APPLICATION TO THE PROGRAM

- 2.1 To apply for enrollment in the Program, Participant shall complete the application form and submit it to INTO in accordance with the instructions detailed therein, provided Participant will be considered for enrollment only if it meets the acceptance criteria that follow and any additional criteria listed in the Offer Letter (the **"Enrollment Conditions"**). At INTO's request, Participant will provide evidence confirming that the Enrollment Conditions have been met prior to the Start Date.
- 2.2 INTO may accept or reject Participant's application form in its sole and absolute discretion, whether or not Enrollment Conditions are met. If INTO accept Participant's application form, INTO will issue Participant a written offer for a place in the Program (**"Offer Letter"**), which will specify the date on which the offered Program will begin (**"Start Date"**) and will include certain Enrollment Conditions that must be met by Participant and an acceptance form which must be completed by Participant if Participant wishes to accept the offer (**"Acceptance Form"**).
- 2.3 By submitting the Acceptance Form, Participant (i) agrees to the application of these Terms to the provision of the Program to Participant, (ii) consents to INTO requesting and receiving any relevant information from any university, school, service or center concerning Participant's behavior, welfare and attendance; (iii) agrees to adhere to any code(s) of conduct as issued by INTO from time to time, in addition to any other terms and conditions stipulated either by INTO, or any third party, involved in providing any aspect of the Program (each a **"Code of Conduct"**); and (iv) agrees that acceptance, progress and completion of the Program are contingent on Participant's satisfactory attendance of all live lessons, coaching and mentoring sessions, interviews, internships (as applicable) and timely completion of all tests and assessments and submission of online work required by the Program.

- 2.4 *To accept the Offer Letter, Participant must, prior to the Start Date: (i) complete and return the Acceptance Form confirming acceptance of the offer pursuant to the instructions in the Offer Letter; and (ii) pay 20% of the Program Fees through INTO's online payment platform ("Initial Payment").* The Initial Payment is non-refundable unless Participant is unable to meet the Enrollment Conditions and enrollment in the Program is cancelled before the Start Date.
- 2.5 After completion of the actions in clause 2.4, the contract between INTO and Participant with respect to Participant's enrollment in the Program is formed subject to the Terms, including INTO's right to cancel Participant's enrollment as outlined in Section 5 below. However, if the offer is 'conditional' on Participant meeting certain Enrollment Conditions, the contract shall not come into force unless and until the Participant meets those conditions in addition to completing the actions in 2.4.
- 2.6 **Participant's individual success or satisfaction is not guaranteed and is dependent upon Participant's individual efforts, abilities, and application of himself/herself. Career advancement and the success or satisfaction of an individual Participant are not guaranteed and depend on a variety of factors including Participant's abilities, personal efforts, employer, and the economy. Career advancement assistance for a specific industry position may be enhanced by the education received but will depend on an individual's abilities, attitude, and prior relevant experience as well as the enrolleeconomy and local job market.**
- 2.7 **INTO does not make any representations or claims regarding the starting salaries that may be available to Participant. The salaries that may be earned by any person are subject to many variables, including the student's abilities, efforts, and prior relevant experience, as well as the needs of the industry, the economy, and the local job market. By submitting the Acceptance Form, Participant confirms that no promises have been made regarding salaries and that Participant has not relied on anything heard or read from INTO regarding anticipated salaries in deciding to purchase the Program.**
3. **PROGRAM FEES AND PAYMENT**
- 3.1 The fees payable by Participant to INTO in relation to the Program ("**Program Fees**") and the associated schedule for each payment (each a "**Payment Due Date**") will be provided to Participant in the invoice sent with the Offer Letter ("**Invoice**"). Unless otherwise specified in the Invoice, all Program Fees must be paid to INTO at least 4 weeks prior to the Start Date.
- 3.2 Other costs and fees associated with Participant's enrollment in the Program are payable by Participant in addition to the Program Fees and include the cost of travel to an interview which Participant is required to attend, and flights and accommodation for any internships.
- 3.3 All Program Fees must be paid by Participant in full by the Payment Due Date in U.S. dollars via INTO's online payment platform, by bank transfer or other payment method offered on the platform
- 3.4 Installment payments may be available for Enhanced and Advanced Packages if outlined in the Invoice, subject to an additional 5% of Program Fees or such other terms as outlined in the Invoice.
- 3.5 Without limitation of other remedies available, if Program Fees are not paid by the Payment Due Date, (i) INTO may charge interest on any outstanding Program Fees at the lesser of the rate of 2.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, from the Payment Due Date until the date payment is received by INTO and/or (ii) INTO may suspend or cancel Participant's participation in the Program on written notice.

4. **REFUNDS**

- 4.1 The provisions of this section apply to any refunds that INTO is required to provide to Participant pursuant to these Terms or otherwise provided by INTO in its sole discretion. Refunds of any payment made to INTO will only be made to the individual or organization that originally paid the funds. Refunds will be paid as soon as reasonably practicable and within 60 days of the refund being approved by INTO. If a third party has paid the funds on behalf of Participant, INTO is unable to refund the funds directly to Participant and any refund will be made directly to the third party who originally paid the funds. INTO reserves discretion on the method used to refund payments.
- 4.2 INTO will use reasonable endeavors to repay to Participant any Program Fees (including the Initial Payment) remaining at the end of the Program (if any) within 12 months of Program end date. If INTO is unable to do so for any reason, it shall have no further obligations to Participant in respect of the monies. Therefore, Participant is advised to confirm with INTO at the end of the Program whether they are due repayment of any monies from the Initial Payment or any other Program Fees.

5. **CANCELLATION**

- 5.1 Subject to the Cancellation Charges, Participant may cancel enrollment in the Program at any time by sending notice of cancellation to CareerFirstUS@intoglobal.com. Cancellation will be valid on the day the email is received by INTO.
- 5.2 If enrollment is cancelled within 7 days of the Start Date, Participant shall receive a refund of all Program Fees.
- 5.3 If enrollment is cancelled more than 7 days but up to and including 6 weeks after the Start Date, Participant will receive a refund of Program Fees LESS \$650.
- 5.4 For 2-year Programs cancelled more than 6 weeks after the Start Date, Participant will receive: (i) if cancellation is in the first year, a refund of 50% of Program Fees LESS \$650 or (ii) if cancellation is in the second year, NO REFUND.
- 5.5 For 3-year Programs cancelled more than 6 weeks after the Start Date, Participant will receive (i) if cancellation is in the first year, a refund of 66% of Program Fees LESS \$650; (i) if cancellation is in the second year, 33% of Program Fees LESS \$650 and (ii) if cancellation is in the third year, NO REFUND.
- 5.6 For 4-year Programs cancelled more than 6 weeks after the Start Date, Participant will receive: (i) for cancellation in the first year, 75% of Program Fees LESS \$650; (ii) for cancellation in the second year, 50% of Program Fees less \$650, (iii) for cancellation in the third year, 25% of Program Fees LESS \$650 and (iv) for cancellation in the final year, NO REFUND.
- 5.7 **"Cancellation Charges"** means the difference between Program Fees and refunds provided pursuant to this Section 5. Any Initial Payment and/or any Program Fees paid at the time of cancellation will be used to offset any Cancellation Charges, and INTO will invoice Participant any balance. The Payment Period for the Cancellation Charges is 30 days from the date of such invoice.
- 5.8 INTO may cancel Participant's enrollment if Participant fails on request to provide evidence to INTO's reasonable satisfaction that Participant meets any Enrollment Conditions, in which case INTO may offer an alternative Program for enrollment. If no alternative is offered or if any offered alternative is not accepted by Participant, INTO will provide a full refund of the Initial Payment and any Program Fees, but only if Participant informs INTO by email to CareerFirstUS@intoglobal.com that the conditions have not been met as early as possible, and in any event at least 4 weeks before the Start Date (the **"Required Notice"**). If the Required Notice is not provided, the Cancellation Charges above shall apply to any such cancellation, based on the date on which such cancellation occurs.

- 5.9 INTO may cancel Participant's enrollment in the Program on written notice if Participant materially breaches any provision of any Code of Conduct or demonstrates behavior contrary to those standards expected from the Code of Conduct, or if Participant fails to attend coaching or mentoring sessions, or partake in internships (as applicable) on time without good reason, or without the permission of INTO. In the event of cancellation by INTO pursuant to this clause or pursuant to 3.5, NO REFUND shall be due, and all Program Fees shall remain outstanding and payable by Participant.

6. DEFERRALS

Participant may request to defer the Start Date by emailing CareerFirstUS@intoglobal.com giving a full explanation of the reasons for the request together with the new preferred Start Date. INTO will confirm any new Start Date to Participant and any new Start Date shall not apply until INTO has confirmed the date to Participant. Any deferral requests will be considered by INTO on a case-by-case basis. The decision to grant or deny a deferral will be made in INTO's sole discretion, and its failure to respond to any requested deferral on or before the Start Date will be deemed a denial of the request. If deferral is denied, Participant may cancel enrollment subject to any applicable Cancellation Fees as outlined in Section 5, and if the reason for the requested deferral denied by INTO was Participant's failure to meet the Enrollment Conditions, INTO may also cancel enrollment, subject to the Cancellation Fees as may apply pursuant to Section 5.

7. LIMITED JOB OFFER ASSURANCE (ADVANCED PACKAGE); DISCLAIMER OF WARRANTIES

- 7.1 This Section 7 only applies to the extent that Participant has purchased and completed the Advanced Package of the Program. This Section 7 does NOT apply if Participant has purchased the Enhanced or Essential Packages. As part of the Advanced Package, INTO shall provide Participant with relief outlined in Section 7.3 if (i) Participant has not been offered Graduate Level Employment within 9 months from the Graduation Date and (ii) EACH of the Job Offer Assurance Conditions is met (the "**Job Offer Assurance**"). As used in this Section 7, "**Graduate Level Employment**" means any job for which a degree is preferred or required and "**Graduation Date**" means the date on which Participant receives their Program results.

- 7.2 Participant must fulfill EACH of the following milestones set out below within 9 months from the Graduation Date as a condition of INTO providing the Job Offer Assurance: (i) the Participant demonstrates an attendance rate of at least 85% for all sessions, workshops, interviews and modules as may make up the Program; (ii) the Participant secures an undergraduate degree at least at grade point average (GPA) at 3.3 in the US; and (iii) the Participant completes all modules of the INTO Career First Program to a satisfactory level (together the "**Job Offer Assurance Conditions**").

- 7.3 If INTO determines in its sole discretion that Participant (i) fulfills the Job Offer Assurance Conditions and (ii) is not offered Graduate Level Employment within 9 months from the Graduation Date, then as the SOLE relief available under the Job Offer Assurance, INTO shall either provide additional training up to the value of 50% of Program Fees or refund 50% of Program Fees to Participant. INTO has sole discretion as to whether to provide additional training or the refund. INTO makes no other promises or guarantees under this Job Offer Assurance.

8. USE OF PARTICIPANT INFORMATION BY INTO; PRIVACY NOTICE

The use of Participant's personal information is taken very seriously by INTO. For details about how INTO uses and processes Participant's personal information please refer to the INTO Privacy Notice: <https://www.intostudy.com/en/legal-and-privacy-policy/into>. **Please note, INTO reserves the right to amend its Privacy Notice at any time.**

9. LIMITATION OF LIABILITY

- 9.1 **INTO shall have no liability to Participant for any consequential, indirect, incidental, special or punitive losses or damage arising under or in connection with these Terms, regardless of whether such damages are direct or indirect, were foreseeable, whether or not INTO was advised of the possibility of such damages, and the legal or equitable theory (contract, tort or otherwise) on which the claim is based. Without limitation of the foregoing, INTO's sole and maximum liability (and Participant's sole and exclusive remedy) shall, be limited to 150% of all Program Fees payable by Participant to INTO.** Notwithstanding any other provision in these Terms, nothing shall exclude or restrict INTO's liability (i) for death or personal injury resulting from its negligence or fraudulent misrepresentation, (ii) for damages to the extent directly caused by it gross negligence or willful misconduct, or (iii) to the extent it may not be limited under applicable law.
- 9.2 Other than the Job Offer Assurance that may be available to Participants in the Advanced Package per Section 7, INTO gives no assurance or guarantee of any outcome or job offer to Participant in relation to participation in the Program, and INTO makes no assurances connected to Participant's ability to be hired or find employment. Some job opportunities may require substantial background checks and/or drug testing. Hiring decisions rest with the employer. Participant agrees that no binding promises, representations or statements have been made to Participant by INTO regarding any aspect of the Program that is not set out in these Terms. **THE PROGRAM AND ALL SERVICES ARE OTHERWISE PROVIDED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- 9.3 **SOME STATE LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THOSE PROVISIONS MAY NOT APPLY TO PARTICIPANT.**
- 9.4 INTO shall have no liability for failure or delay to supply the Program and/or any service caused by or arising out of factors, events or circumstances outside its reasonable control that by nature could not have been foreseen (or if foreseeable, were unavoidable), including staff or supplier illness; internet or server disruption; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat thereof, and in the case of any such failure or delay, INTO may contact Participant to advise a new commencement or re-commencement date or may propose an alternative course of action.
10. **THE INTO PLATFORM; INTELLECTUAL PROPERTY.**
- 10.1 When registering to access INTO's virtual learning environment platform (the "**Platform**") for the first time, Participant will be required to accept the Platform's terms of use ("**Terms of Use**"). Participants may only use the content on the Platform for their own personal learning and are not allowed to adapt it or use it for any purpose other than Participant's participation in the Program. Participant is not allowed to distribute any of it to anybody else or use it for any other purpose. Participants must (i) abide by all copyright notices or restrictions contained on the Platform and materials, and (ii) not delete any attributions, legal or proprietary notices on the Platform or materials.
- 10.2 In addition to and without limitation of any provision of these Terms or the Terms of Use, (i) INTO does not guarantee that the Platform, or any content on the Platform, will always be available or be uninterrupted. INTO may suspend, withdraw or restrict the availability of all or any part of the Platform for business and operational reasons, provided it will try to give Participant reasonable notice of any suspension or withdrawal of the Platform of which it is aware and (ii) Participant acknowledges that INTO accepts no liability (howsoever arising, whether under contract, tort, in negligence or otherwise) to the extent there are errors or defect with the Platform, and INTO does

not guarantee that the Platform shall be compatible with any other software or service or with any hardware or equipment.

- 10.3 Participant will be responsible for obtaining all equipment, software and facilities identified by INTO as required to access the Platform and participate in the Program, including a personal computer, an internet connection with sufficient bandwidth to allow video streaming, a scanner or other device capable of scanning images such as mobile phone for scanning in written course work, a microphone and webcam. Participant is responsible for ensuring that any equipment is compatible with the Program. Costs for all the foregoing are not included in the Program Fees and are Participant's sole responsibility.
- 10.4 *At all times INTO shall remain the owner or the licensee of all intellectual property rights in the Program and materials. Participants agree that they have no rights in or to use the Program materials other than the right to use them in accordance with the terms of the license directly below.*
- 10.5 *INTO grants Participant a revocable, worldwide, non-exclusive, non-transferable license to use (i) the materials for the sole purpose of studying the Program and (ii) the Platform as an individual only at Participant's location solely to access the Program and all associated materials.*
- 10.6 Participants shall not (i) copy, modify, adapt, correct errors, or create derivative works from the materials; (ii) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the materials; (iii) attempt to circumvent or interfere with any security features of the Program or Platform; (iv) remove or modify any copyright or similar notices, or any of INTO's branding, or any third party branding that appear on the materials or Program; (v) attempt to circumvent, disable or otherwise interfere with any security related features of the Platform or any features that (A) prevent or restrict use or copying of content or (B) enforce any limitations on Participant; (vi) knowingly transmit any data or send or submit any content that contains viruses, Trojan horses, worms, time-bombs, key-stroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Platform or any computer software or hardware; (vii) use the Platform in any manner intended to damage, disable, overburden or impair any INTO server or the network(s) connected to any INTO server, or infringe any requirements, procedures, policies or regulations of any servers or networks connected to the Platform; (viii) use any high volume, automated, or electronic means to access the Platform (including robots, spiders or scripts); (iv) access or attempt to access any other Participant's account or falsely state, impersonate or otherwise misrepresent Participant's identity including misrepresenting Participant's affiliation with a person or entity, past or present; or (x) post, upload, email, transmit or otherwise distribute chain letters, surveys or studies, calls to action, junk mail, pyramid schemes, incentives (monetary or click-based), spimming or spamming, or bulk communications of any kind, whether for commercial or non-commercial purposes.

11. MISCELLANEOUS

- 11.1 INTO is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practice laws. INTO strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy and sexual orientation), gender (including gender nonconformity and status as a transgender individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. INTO welcomes applications from candidates with disabilities.
- 11.2 Participation in the Program pursuant to these Terms is personal to the Participant, and Participant shall not transfer to any other person any rights, remedies or obligations under these Terms.
- 11.3 Each provision of these Terms operate separately. If any provision is found to be illegal, void or unenforceable, it will be deemed severed from these Terms and will not affect the validity or

enforceability of the remaining provisions, which will remain in full force and effect. Except to the extent that the context otherwise requires, in this Agreement, the words “include”, “includes” or “including” (or similar terms) are deemed to be followed by the words “without limitation”.

- 11.4 If Participant has a complaint about the Program, INTO's Program complaints handling policy can be found at www.intofuture.com/
- 11.5 Any notice or other communication given in connection with these Terms must be sent (i) to INTO at the email address designated by these Terms and (i) to Participant to the email address designated by Participant. Emails will be deemed to have been received on the day received.
- 11.6 These Terms do not confer any rights or remedies upon any person other than Participant.
- 11.7 **INTO'S FAILURE TO ENFORCE ANY RIGHT OR PROVISION OF THESE TERMS WILL NOT CONSTITUTE A WAIVER OF FUTURE ENFORCEMENT OF THAT RIGHT OR PROVISION. THE WAIVER OF ANY RIGHT OR PROVISION WILL BE EFFECTIVE ONLY IF IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF INTO.**

12. **GOVERNING LAW.**

ALL MATTERS ARISING OUT OF OR RELATING TO THESE TERMS AND ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THEM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF DELAWARE.

13. **ARBITRATION**

- 13.1 *Binding Arbitration.* Any disputes, claims, or controversies (“**Claim**”), whether under federal or state, statutory or common law, brought by either Participant or INTO against the other, or against the employees, agents, or assigns of the other, arising from or relating in any way to (i) Participant's enrollment and participation in the Program; (ii) the interpretation or performance of these Terms, (iii) any other Claim no matter how described, pleaded, or styled, or (iv) any objection to arbitrability or the existence, scope, validity, construction, or enforceability of this Arbitration Agreement, shall be resolved by binding arbitration pursuant to this provision (the “**Arbitration Agreement**”).
- 13.2 *Choice of Arbitration Provider and Arbitration Rules:* Unless the parties agree otherwise, arbitration shall be administered by the American Arbitration Association (AAA); be held before a single, neutral arbitrator; and shall be performed in accordance with the Commercial Rules of the American Arbitration Association then in effect. For the purpose of this clause, the parties acknowledge that this contract affects interstate commerce and that, therefore, this agreement to arbitrate shall be governed, interpreted, and enforced in accordance with the Federal Arbitration Act 9 U.S.C. §§1-16.
- 13.3 *Costs, Fees, and Expenses of Arbitration:* Each party shall bear the expense of its own counsel and related arbitration costs. All fees and expenses of the arbitrator and administrative fees of the arbitration shall be paid by the parties as provided by the AAA's Commercial Arbitration Rules, including the Supplementary Procedures for Consumer-Related Disputes.
- 13.4 *Class and Consolidated Actions:* No Claim may be arbitrated on a coordinated class, mass, or consolidated basis. No Claim may be brought as a class action or as a private attorney general.
- 13.5 *Severability:* If any provision of this Arbitration Agreement is found by a court of law to be invalid, it shall not be effective but the remainder of this Arbitration Agreement shall remain effective.

- 13.6 *Confidentiality:* Unless otherwise agreed to by the parties in writing, the arbitration proceedings and decision shall be treated as confidential.

SURVIVAL: THIS ARBITRATION AGREEMENT WILL SURVIVE THE TERMINATION OF THE PARTICIPANT'S RELATIONSHIP WITH INTO PROGRAM