

## TERMS and CONDITIONS OF PARTICIPATION

Updated 4<sup>th</sup> November 2018

The following Terms and Conditions apply to all Participant(s) (hereinafter “you”, “your”, or “Participant”), in any internship or similar offering referred hereunder as the “Program” offered by Crossroads Eurasia LLC, a company incorporated in the State of Maryland in the United States and having its registered office at 15 Guy Court, Rockville, MD 20850 (hereinafter referred to as “we”, “our”, “us” or “Crossroads”).

### 1. The Program:

The Program will consist of your chosen internship; accommodation for the duration of your program; pre-departure visa assistance; airport pick-up; and an alumni network. Please note that the Program is not a ‘tourist service’ or a vacation and will require a genuine commitment from you, (please see Section 3 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).

### 2. Crossroads Eurasia responsibilities:

In return for the receipt by us of the Program Fee, we undertake, subject to these Terms and Conditions, to do the following:

- Arrange for you an unpaid, part-time work placement in Russia
- Arrange accommodations with at least two meals
- Arrange Russian visa invitation letter and instructions on how to apply for a visa
- Provide pre-travel packing list and background information on your host city
- Arrange airport pick-up and round-trip transportation from your port of arrival to your host city
- Provide access to an English-speaking local coordinator.
- Provide access to the Crossroads alumni network.

Please note that we carefully review each application and retain the right to reject any application at our own discretion.

We do not discriminate on the basis of race, color, creed, ethnicity, national origin, religion, sex, sexual orientation, age, height, weight, physical or mental ability, and marital status, and we do not reject a person's application based on any of the aforementioned criteria. If, for whatever reason, we feel that participation is not advisable, we will communicate this to you.

### 3. Responsibility of Participant

You agree to inform parents, legal guardians, or any others who may need to know about your travel plans and participation in the Program. You confirm that you are committed to completing the Program and will do so to the best of your abilities, take full responsibility for your conduct at all times during the Program, not act irresponsibly, violate the laws of the Russian Federation, or put yourself or others in dangerous situations.

You agree to abide by deadlines and provide us with the information necessary in order for us to provide you with our services, including but not limited to your passport information and other travel documents, health information, and travel itineraries.



You agree to not undertake any other work opportunities in Russia during your program, other than those provided by Crossroads. Doing so may jeopardise your legal status within the country.

#### **4. Waiver and Release.**

You understand that there are unavoidable risks of travel to Russia. We have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning potential risks to safety at the destinations you will travel, we recommend consulting the following three governmental sources:

- Travel advisories of the British Foreign and Commonwealth Office accessible at <https://www.gov.uk/foreign-travel-advice>
- Travel Warnings Section of the U.S. State Department at (202) 647-5225 or [www.travel.state.gov](http://www.travel.state.gov).
- Travel advisories of the Australian Department of Foreign Affairs and Trade accessible at <https://smartraveller.gov.au/zw-cgi/view/Advice/>

For medical information, we recommend consulting the U.S. Centers for Disease Control at (877) FYI-TRIP or online at [www.cdc.gov/travel](http://www.cdc.gov/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 Russia.

We assume no responsibility for and shall not be liable for any refund, personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be caused by: (1) any defaults, wrongful or negligent acts, or omissions of the suppliers we use; (2) any defect in or failure of any vehicle, craft, equipment, or instrumentality owned, operated, or otherwise used or provided by our suppliers; or (3) any wrongful or negligent acts or omissions on the part of any other party not under Crossroad's control. You, hereby, acknowledge that travel and other activities that you may undertake as part of the Program necessarily involve the risk of death, physical injury and property damage. It is impossible to list all of the hazards and dangers that are inherent in participating in a Program of this nature. However, the dangers and risks include, but are not limited to, illness or death from unsanitary conditions or exposure to disease, vehicle collisions, airplane accidents, acts of terrorism, political instability, labor or civil unrest, firearm accidents, insect bites, and animal bites. You release and promise not to sue on behalf of yourself, your heirs, executors, administrators and assigns, Crossroads, or its employees, officers, regents and agents, for any damages or injury (including death) caused by, derived from, or associated with your participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the employees, officers, regents and agents of Crossroads. It is your express intent that these limits of liability shall bind the members of your family and spouse if you are alive, and your heirs, executors, administrators and assigns if you are deceased.

**THIS SECTION 4 IS A LEGALLY BINDING RELEASE AND WAIVER OF LIABILITY, AN EXPRESS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT.**



**5. Program fee**

The Program Fee of your internship shall be as indicated in the schedule below, less any discounts.

	4 weeks (minimum)	Each additional week*
Translation	\$2,390	\$550
Teaching English	\$1,890	\$450
Media/journalism	\$1,890	n/a
Camp Counseling	\$990	\$225

The Program is priced in USD. However, we take payment in any currency. Your price will be the equivalent in your currency, converted at the exchange rate on the day you make your payment. We take payments by check or electronically. All electronic payments originating in the U.S. are charged a 3% processing fee.

**6. Program participation confirmation and payment**

We will send you an acceptance email with one or more Program options to choose from. You will then have seven calendar days to select a Program option and confirm your participation by paying a Security Deposit in the amount of USD 300. The Security Deposit will count toward your Program Fee. If we do not receive a Security Deposit within this time, we will consider your application abandoned and have any further obligation to you.

The Security Deposit is non-refundable, except for the circumstances specified in Section 7.

The deadline to remit the outstanding balance of your Program Fee will be on the earliest of 45 days after your Security Deposit is received or 45 days before your travel. If we do not receive the full amount of the Program Fee by then, we reserve the right to cancel your participation and refund any outstanding balance over and above the Security Deposit us in line with Section 6.

**7. Changes, Cancellations, and Termination**

If you wish to cancel your placement, you must tell us in writing. If your request comes more than 60 days before the start date of your program, we will refund you 50% of the amount you have paid towards your Program Fee (excluding the Security Deposit). No refund will be due where the cancellation request is received fewer than 60 days before your arrival date in Russia.

If you want to change your chosen internship at any time after confirming your Participation, we will make every reasonable effort to honor your request. However, since placements are offered on an individual basis, alternatives may not be available. You are free to cancel your Participation, subject to the refund rules outlined in this section.

If, prior to the start date of your Program we must cancel your participation due to an unforeseen circumstance not attributable to you, we will fully refund your Program Fee, including the Security Deposit. Any refund from us to you will be capped at the amount that we have received from you. You agree not to hold us responsible for any other costs incurred by you as part of your participation.

Our performance under this Agreement is subject to acts of God, war, government regulation, adverse weather, disaster, strikes, civil disorders, curtailment of transportation facilities, epidemics, acts of government or local authority acts or threatened acts of terrorism or other emergencies making it

inadvisable, illegal or impossible to provide the facilities or to make use of the facilities. We are not responsible or liable for changes or cancellations to the Program under such circumstances and in such cases no refund or compensation for any loss will be given to the Participant. Advice from a government authority from the country of your citizenship to avoid or leave a particular country may constitute Force Majeure.

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 local laws; bullying or harassment; anti-social, unprofessional, or unreasonable behavior towards other group members, our representatives or the host company. In such instances, no refund will be granted and you will be required to leave the designated Accommodation within two days of being informed by us to do so.

## **8. Accuracy of information**

The content and information displayed on our website and other promotional material is believed to be valid and correct. However, we are not liable, and you shall not hold us responsible, for any misinformation or ambiguities in such content.

## **9. Visa**

In order to travel to Russia, you will need a humanitarian or student visa. We will indicate which one you will need after your confirmation based on our understanding of the type of visa required for you to perform the type of work you will be doing. We will provide you with the visa invitation letter for the type of visa applicable to you and general instructions on the visa application process.

If you are travelling on a student visa, you are required to submit an HIV test as part of your visa application.

You are responsible for applying for the visa and bearing the associated costs. As the visa is an arrangement between you and the Russian government, we are not, and you shall not hold us, responsible or liable for any damages or costs arising out of denial of your visa application, lack of admittance to Russia, or deportation from Russia due to problems with your visa.

## **10. Medical check-up**

You are required to complete a health form before you go. The form comprises two parts – one filled out by you and the other filled out by a physician. You are responsible for arranging a medical check-up with your doctor to complete the second part and must return the completed form no less than one month before your travel date. Failure to do so may be grounds for a Termination of your program.

We will make our best effort to accommodate any special health requirements. Acting reasonably, if we are unable to properly accommodate your needs, we will cancel your participation and offer a refund in line with the provisions of Section 6.

## **11. Transportation**

You agree to purchase and bear the costs of international travel to and from Russia, including unexpected costs due to changes or delays in flights. The costs of transportation (2<sup>nd</sup> class train fare or equivalent) from your port of arrival to your host city and back are included in your Program Fee. The Program Fee excludes any personal and incidental expenses while on route, including food. It also

excludes intercity travel outside of these parameters and any intra-city transportation (e.g. buses, or taxis).

We will communicate to you the date, time and place when we expect you to arrive as soon as soon as possible and no less than 2 months before travel. Unless agreed to otherwise, we will meet you at the airport at your port of arrival. The person meeting you will then either travel with you to your host city or ensure that you have boarded your connecting transportation and confirmed that someone will meet you upon arrival. For the return trip, we provide detailed instructions on how to get from your host city to your port of departure. An airport drop-off service can be arranged upon request at an additional cost of USD 300.

## **12. Work**

We agree to arrange a Placement for you with a local Russian company that will last for the full duration of your program. Unless agreed to otherwise, the Placement will be unpaid. While we make an effort to provide you with an overview of your work ahead of time, we do not have control over the type, intensity, or amount of work given to you during your placement. If you are unhappy with any aspect of the work, you should discuss the problem with us and we will try to resolve the issue accordingly. However, in the event the situation cannot be resolved to your satisfaction, we have no further liability to you.

We require that you conduct yourself in a professional manner at your work place, including arriving on time, completing all tasks, adhering to the company's policies, and treating colleagues with respect. Your failure to do so may result in the Termination of your Program with no further obligation to you and/or your liability for loss and/or damage caused by your action.

## **13. Accommodations**

We will accommodate you in dormitory-type housing if at a summer camp, with a host family (or multiple host families) for all others internship types, or as discussed individually with you. Your Accommodations will include at least two meals per day and offer you a place to sleep, bedding, and access to toilet, shower, and laundry facilities. Arrangements with regard to keys and times of entry/exit are discussed on an individual basis. Accommodation is provided from the start date of your program to the end date. When placing you, we will take into account health-related limitations as well as the distance to and transportation links with your workplace.

Accommodations will be decided at our discretion, and we reserve the right to change them for any reason. In the event that we need to move you, we may provide you at no additional cost with temporary accommodations of a different type, including hostel, hotel, or flat-share, until we are able to return you to the type that is associated with your type of program.

If you have any problems with your Accommodations, please let us know and we will make a best effort to resolve the underlying problem. We will move you if we are unable to resolve the problem. If we deem the underlying problem resolvable, but you insist on being moved anyway, we may ask you to cover the additional cost arising from being housed in temporary accommodations.

With host family accommodations, we aim to find families that can offer a separate room or a shared room with a reasonable level of privacy. Your meals will be of the type normally cooked by your host for themselves and their family. Accommodations at the summer camp are shared, with up to 8 people in one room. Meals will be provided in the camp cafeteria.

You are responsible for any and all damage.

#### **14. Insurance**

The Participant is responsible for ensuring that he/she has purchased full, comprehensive insurance prior to departure to Russia, which will cover him/her for the duration of the Program and which includes but is not limited to travel, health and (including pre-existing medical conditions), and personal liability insurance.

Travel insurance policies procured by interns should include the following five coverages: (1) Travel Accident Insurance, (2) Accidental Death and Disability insurance, (3) Emergency Medical Evacuation insurance, (3) Major Medical Trip Cancellation insurance, and (4) Loss of Personal Effects Insurance. The Participant must bring all relevant insurance documents with him/her to Russia. Neither Crossroads nor its employees shall be held liable for any medical advice given by us or third parties. If you decide to travel without adequate insurance coverage, we will not be liable for any losses however they arise.

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

If you should experience any problems while participating in our Program, you must immediately inform us in writing by email with a clear explanation of the problem. Failure to do so may affect our and your host organization's ability to investigate your complaint, and will affect your rights under this contract.

#### **16. Marketing release**

You lend your consent and authorize Crossroads to use your name, photograph, file or video likeness, as well as any comments or statements made by you with relation to the Program in social media or other publicly available sources in materials or publications for commercial and/or promotional purposes.

#### **17. Law and jurisdiction**

The laws of the State of Maryland govern the rights and obligations of the parties to this Agreement and the interpretation, construction and enforceability thereof. You agree that any action or proceeding that you bring against us shall be brought solely in the courts of Maryland located in Montgomery County. In the event you initiate any action or proceeding in an improper venue, you agree to pay Crossroad's costs and reasonable attorney fees associated with defending such action or proceeding.

#### **18. General**

This agreement represents your complete understanding with us concerning our liability and your participation in the Program. This agreement supersedes any previous or contemporaneous understandings you may have had with us on this subject, whether written or oral, and cannot be changed or amended in any way without the written approval of both parties. 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 Crossroads 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 Crossroads and the Participant.

You represent that your agreement to the provisions herein is wholly voluntary, of your own free will and accord and without duress, and further understand that, prior to signing this agreement; you have the right to consult with the advisor, counselor, or attorney of your choice.

You acknowledge that you have read and understood the above Terms related to participation in the Program in their entirety and that you agree to be bound by them.