

Infinity Abroad Participant Agreement

Revised 26-Apr-2017

1 General Conditions

- a. This agreement is set out between Infinity Abroad (License Number: 002174986M) and the undersigned participant here in referred to as "the participant".
- b. Infinity Abroad makes no presentation or warranty of any kind, expressed or implied, as to the suitability of the J1 Programs for any participant and Infinity Abroad disclaims all such warranties to the full extent of the law.
- c. The participant is responsible for submitting all requested documentation to Infinity Abroad on a timely basis, subject to deadlines set out by Infinity Abroad. The participant understands that missed deadlines may result in additional costs, timely delays, and in the worst case – program cancellation.
- d. Infinity Abroad reserves the right to terminate any participant's program participation with no refund given, if the participant's information provided is deemed fraudulent and/or dishonest.
- e. The participant must exercise care to safeguard all legal documents required for the participation in this program. In the event any document is lost or stolen, replacement will be timely, costly, and the responsibility of the participant.
- f. The participant understands the participant's university is indemnified against any or all aspects of the participant's enrolment and participation in Infinity Abroad's J1 Programs.

2 Program Conditions

- a. All J1 participants are required to book a return, i.e. two-way flight from Malaysia to the United States. It is crucial that the participant informs Infinity Abroad of his/her flight arrangements before departure.
- b. The participant's ground transportation from the U.S. airport to the U.S. employer's job/housing location will be arranged in advance. The costs are to be borne by the participant, unless stated otherwise.
- c. Infinity Abroad is not responsible for any program issues arising from the participant's flight arrangements including but not limited to flight cancellations, flight delays etc, as the participant's airline issues are not within the control of Infinity Abroad.
- d. Each participant is required to attend a compulsory pre-departure orientation session with Infinity Abroad in Malaysia. The pre-departure orientation session is to be held at our Kuala Lumpur office, unless stated otherwise.

3 US J1 Exchange Visitor Visa

- a. Prior to Visa approval, the participant is required to attend a Visa interview at the U.S. Embassy in Kuala Lumpur. The transportation and/or accommodation costs of attending the Visa interview is borne by the participant himself/herself.
- b. Infinity Abroad will provide the participant the legal documents issued by the U.S. Sponsor that are required for the Visa interview. The participant understands that a list of self-prepared documents is required for the Visa interview, as will be briefed by Infinity Abroad.
- c. The participant will be briefed on the visa interview process to the best ability of Infinity Abroad. However, Infinity Abroad cannot guarantee Visa approval. The U.S. Embassy reserves the right to reject any visa application if deemed suspicious for any reason.
- d. If the participant is denied a U.S. Visa for any reason, the "Cancellation and Refund Policy" below shall apply.

4 International Student Participants

- a. Infinity Abroad believes in, and therefore practices, equal opportunities for both Malaysian and international students to participate in Infinity Abroad's programs.
- b. **IMPORTANT:** Participants who are international students studying in Malaysian universities must be able to prove that they possess "close ties to Malaysia".
- c. "Close ties to Malaysia" are forms of proof that the international student has a solid and valid reason to return to Malaysia after their participation in the J-1 program.
- d. Examples of "close ties to Malaysia" include employment contracts in Malaysia, unconditional offer letters for further study in Malaysian universities, etc. These ties are subjective and on a case-to-case basis for each participant.
- e. Infinity Abroad cannot guarantee visa approvals for any international student participant, as the U.S. Embassy reserves the right to reject any visa application if deemed suspicious for any reason.

5 Payment Policy

- a. The Participant's Program Fee is divided into the (1) Sponsorship Fee, (2) SEVIS Fee and (3) U.S. Visa Fee. The breakdown will be detailed in each participant's Program Fee Invoice.
- b. The initial RM600 Registration Fee Payment is required to formally register for Infinity Abroad's program. The second RM800 Interview Fee Payment is due before the first Employer/Sponsor Interview. The remaining balance of the program fee is due within 3 working days of the participant's successful interview outcome, unless otherwise stated.
- c. The participant agrees to pay all fees in accordance to the deadline requirements of Infinity Abroad. Late payment of program fees may result in additional processing charges to be borne by the participant. The participant understands that delayed or insufficient payment of program fees may cause disruption or, in the worst case, lead to cancellation of program participation.
- d. Other financial commitments related to the participant's program, i.e. housing deposit, flight arrangements, ground transportation booking, are solely between the participant and his/her appointed service provider, and not the responsibility of Infinity Abroad.

Signature:

Infinity Abroad Participant Agreement (cont'd)

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6 Cancellation and Refund Policy

- a. Infinity Abroad does not guarantee full program fee refunds in any case.
- b. Any program cancellation and/or refund appeal must be submitted to Infinity Abroad by the participant via email, and is only effective when Infinity Abroad receives cancellation authorization from the U.S. Sponsor, and from the time and date Infinity Abroad confirms the participant's cancellation and/or refund via email.
- c. The initial RM600 Registration Fee Payment is deducted from the participant's Sponsorship Fee, and is not refundable in any case.
- d. The second RM800 Interview Fee Payment is deducted from the participant's Sponsorship Fee, and is not refundable if the participant's interview outcome is successful.
- e. If the participant fails/misses the interviews and decides to withdraw from the program, the RM800 Interview Fee Payment may be refundable in part or in whole, subject to Infinity Abroad's review of the participant's interview performance.
- f. In case of a cancellation after full program fee payment is made, the Sponsorship Fee's refund amount depends on the participant's stage of application, and the prevailing USD-RM exchange rates. If the cancellation is:
 - 1. before the DS-2019 is issued, the refund amount is USD500.
 - 2. after the DS-2019 is issued, the Sponsorship Fee is not refundable unless it is due to Visa rejection.
 - 3. due to Visa rejection by the U.S. Embassy, the refund amount is USD700.
- g. SEVIS Fees are paid to the U.S. State Department, and are non-refundable at any stage.
- h. U.S. Visa Fees are refundable if not yet paid to the U.S. Embassy.
- i. If the participant's Visa application is unsuccessful, the U.S. Visa Fees paid are non-refundable.
- j. If the participant withdraws AFTER visa approval, there is no refund given. Refund appeal is possible only for the participant's own medical emergencies resulting in program cancellation, or the bereavement of immediate family members.
- k. Refunds of the other components related to the Program, such as airline tickets, bus tickets, insurance or others, that are provided by external service providers are subject to the service providers' own terms and conditions.

7 Other Conditions

The participant, herein referred to as "I", agrees to the following:

- a. I understand Infinity Abroad is my home country recruiter whose aim is to get me successfully started on my J-1 Program. Infinity Abroad bears no responsibility regarding my employment and well-being once I arrive in the United States. Infinity Abroad will continue to give advice and counselling to their best ability, but my U.S. Sponsor is ultimately responsible for overseeing my successful program participation once I am in the United States.
- b. The commitment to the employment contract/job offer between the employer and myself are between the employer and myself only. Withdrawal from, or non-fulfilment of, the employment contract/job offer for any reason by either the employer or myself is not the responsibility of Infinity Abroad.
- c. I understand that the intention of the J-1 Exchange Visitor Visa Program is to promote cultural exchange. I understand that Infinity Abroad or the U.S. Sponsor neither endorses nor encourages program participation for any intentions other than the intention of this J-1 Exchange Visitor Visa Program.
- d. I hereby pledge that I will not seek to change my visa status and it is my intention to leave the United States once my program has ended.
- e. I agree that all the information I provided during my application is true, and that any false declarations will lead to my termination from this J-1 Program without being entitled to any refunds or reimbursements.
- f. I understand that it is my responsibility to ensure that I do not have any other commitments that may jeopardise my successful program participation.
- g. I understand that if any sudden issues arise that affects my program participation that are out of the control of Infinity Abroad and myself, the normal "Cancellation and Refund Policy" above will apply.

I agree to abide by all the terms and conditions set out in both pages of this Agreement.

Please sign BOTH PAGES of this agreement, scan and email to Infinity Abroad: inquiry@infinity-abroad.com

Signature:

Name (as in Passport) :
IC/Passport Number :
Date (mm/dd/yyyy) :