

Standard Terms & Conditions for VI Foundations Online Internships

PARTICIPATION AGREEMENT

Assumption of Risk, Waiver of Liability, Release and Indemnification

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING BELOW.**

This Participation Agreement (Assumption of Risk, Waiver of Liability, Release and Indemnification) (“Agreement”) is entered into between Virtual Internship Partners Limited, a company incorporated in England and Wales with registered number 11234698 and having a business address at 80-83 Long Lane, London, UK EC1A 9ET (“VI”, “We”, or “Us”), and the individual whose name and address are listed in our application form (“Participant”, “You”, or “Your”).

BACKGROUND

This Agreement is intended to govern the relationship between VI and Participant with respect to Participant’s participation in the Virtual Internships Foundation Program offered by VI and noted below (“Program”). In consideration for being permitted to participate in the Program, VI requires that You carefully review the provisions of this Agreement.

All Participants on the Program must also cause their parent or guardian to complete the parental consent form for the Program. No Participant will be permitted to undertake the Program without a completed parental consent form.

This Agreement applies to self-funded Participants and to Participants whose Program has been funded by their high school or other third-party sponsor (a “School”). If you are on a School-funded Program, some elements of this Agreement may be altered by agreements between Us and Your School. We have flagged in the Agreement clauses that may not apply to Participants on School-funded Programs. If You are in doubt, You should check with Your School what they have agreed with Us.

BY TICKING THE CHECKBOX WITH A HYPERLINK TO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

AGREEMENT

1. The Purpose of VI Programs

1.1 VI Programs are an opportunity to gain online work experience, training and/or professional skills with one of VI's global network of companies, but as its name suggests, it is a foundational program. We ask that You manage Your expectations accordingly before embarking on one of Our programs. You confirm that You are committed to completing the Program and will do so to the best of Your abilities.

2. Application Process and Acceptance Fee; Nondiscrimination

2.1 Unless otherwise agreed with Your School, in order to be accepted onto the Program, You must complete Our virtual video application process and be offered a place on the Program. As explained in our [Privacy Policy](#), We will review Your video application to ensure Your suitability for the Program, and then share it with prospective Host Organizations via a secure portal.

2.2 Unless otherwise agreed with Your School, Your place on the Program will be reserved once We receive an acceptance fee in the amount specified in Your offer email or Our initial invoice (the "Acceptance Fee"). The Acceptance Fee is approximately 50% of the overall Program Fee. Other than as set out below in clause 7 (see "Changes, Extensions and Cancellations" and "Changes and Cancellations by Us" sections below), the Acceptance Fee is non-refundable. This is due to the fact that We will start work in relation to Your participation in the Program as soon as We receive the Acceptance Fee.

2.3 We retain the right to reject any application We deem unsuitable for the Program, in Our sole discretion and at any stage of the application process. We do not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, age, national origin, citizenship, disability, pregnancy, veteran status, or other any other legally protected characteristic, and We do not reject applications based on any of these criteria.

3. What's included in the Program?

Your Program includes the specific services set forth in the applicable program description and as selected by You in Your application materials, or, in the case of School-funded Programs, in the agreement between Us and Your School ("Services"). We undertake to provide You the Services, subject to the terms and conditions of this Agreement. We reserve the right to make reasonable changes and/or substitutions to the Services, based on local conditions and other factors, upon prior written notice to You. Services typically include:

3.1. Work Placement. We will arrange for a 4 week unpaid online group work placement ("Placement") with a company or non-profit organization ("Host Organization") from our Our

global network of Host Organizations that meets the placement criteria described in clause 4 below. You will be given approximately 15-18 hours of work per week consisting of :

3.1.1 You will be given weekly group projects to undertake for Your Host Organization. You will receive feedback on Your work from a Host Organization supervisor.

3.1.2 You will work with an assigned Internship Facilitator who will deliver live curriculum sessions, as well as support each group in completing their assigned project work.

3.1.3 You will have weekly online coursework to complete through CareerPathways, our online professional development curriculum for high school students.

3.2 Intern Experience Manager. You will be assigned a personal Intern Experience Manager who will assist You throughout the admissions process and Your Program.

3.3 Evaluation and Report. On completion of Your Program, You will receive an evaluation from your Host Organization supervisor and an End of Program Report.

4. Placements and Placement Criteria

4.1 You will be able to choose from one of four Career Groups (engineering & computer science, business & finance, marketing & creative industries, and social-impact companies/NGOs) in your application form. We will endeavour to place You in a Host Organization that corresponds with your preferred Career Group in a team composed of at least 3 Participants (a "**Cohort**"). Where possible, we will endeavour to place you in a cohort with other Participants from your School, but where this is not possible we may place you with other Participants.

4.2. Career Groups are subject to closure if a) we have insufficient enrolment numbers to form a Cohort or b) we reach maximum capacity in a Cohort. If we are unable to place you in your chosen Career Group, then you shall either be offered a placement in an alternative Career Group or shall be entitled to receive a full refund of the Acceptance Fee.

4.3 You will be required to pay the remainder of Your Program Fee at least 2 weeks prior to your Program Start Date. We will not confirm a Placement for You until We have received payment of the full Program Fee.

4.4 We will endeavor to inform You of Your Placement with a Host Organization at least one (1) week before your Program Start Date, however, delays to this timeline can occur and a confirmed Placement is guaranteed prior to your Program Start Date.

5. Code of Conduct

5.1 Participants who, in the sole judgment of VI fail to cooperate fully or who fail to cooperate with the VI Code of Conduct (annexed to this Agreement) will be notified by VI, and may be dropped from the Program with no refund of fees given. Such Participants may have the option, at the sole discretion of VI, to rejoin the Program, provided that they cooperate and participate in good faith.

6. Termination

6.1 VI may terminate this Agreement immediately upon written notice to You should You fail to comply with any of the terms and conditions contained herein. No refund will be granted to You.

6.2 If the Host Organization terminates a Participant's Placement prior to the Program End Date as a result of the Participant's inadequate or unhelpful participation, prolonged or repeated failure to meet their required hours, or for any other reason attributable to the behavior of the Participant, VI may terminate this Agreement immediately, no refund of Program fees will be given, and We are under no obligation to provide another placement.

7. Changes, Extensions and Cancellations

7.1 Changing the dates of Your Program. Unless previously agreed to by Us in writing with You or Your School, if You want to change the dates of Your Program, We will grant this request at Our sole discretion and reserve the right to refuse Your request or apply an additional reasonable charge.

7.2 Discontinuing Your Program. If You decide to discontinue Your Program prior to the Program End Date for any reason, You must provide Us with written notice prior to discontinuation, clearly stating the reasons for Your decision. No refund of Program fees will be made in this situation, and no other placement will be offered.

7.3 Cancellations by You.

7.3.1. If You wish to cancel Your place on Your Program prior to the Program Start Date, You must send a written cancellation request to VI, or to the School department coordinating Your Program (in the case of School-funded Programs). In this scenario, unless otherwise agreed with Your School, refunds shall be processed as follows:

(a) If You cancel Your Program more than 1 month before Your Program Start Date and You have only paid Your Acceptance Fee by the time of cancellation, You will receive a 50% refund of the Acceptance Fee. If You cancel Your Program more than 1 month before Your Program Start Date and You have paid Your full

Program Fee by the time of cancellation, You will receive a 75% refund of the Program Fee.

(b) If You cancel Your Program more than 1 week but less than 1 month before Your Program Start Date and You have only paid Your Acceptance Fee by the time of cancellation, You will receive a 25% refund of the Acceptance Fee. If You cancel Your Program more than 1 week but less than 1 month before Your Program Start Date and You have paid Your full Program Fee by the time of cancellation, You will receive a 35% refund of the Program Fee.

(c) If You cancel Your Program less than 1 week before Your Program Start Date, You will receive no refund of the Acceptance Fee or the remainder of the Program Fee, except as set out in clause 7.3.2.

7.3.2. Unless otherwise agreed in writing between VI and You (or Your School), the extenuating circumstances under which We will consider a refund of either the Acceptance Fee and/or the remainder of the Program Fee if You cancel Your Program less than a week before its Program Start Date are as follows:

(a) Serious illness - If You are unable to participate on the Program due to a serious illness, We require documentary evidence from a doctor confirming that on medical grounds you are advised not to participate in Your Program.

(b) Death of an immediate family member - In the case of bereavement of an immediate family member within twenty-eight (28) days of Your Program start date, We may require documentary evidence to verify the bereavement, this can include: (i) death certificate; (ii) a letter outlining full name of deceased, relationship to You, location and date of death, and Your signature. For the purposes of this Agreement, We consider the following members as "immediate" family members: (A) spouse; (B) civil partner; (C) children (including adopted/step children); (D) parents (including step parents); (E) siblings (including step siblings); (F) grandparents and grandchildren; (G) siblings-in-law; and (H) children-in-law.

7.4 Changes and Cancellations by Us

7.4.1. If We have to cancel Your Program prior to the Program Start Date for reasons which are in no way attributable to You and You have paid some or all of the Program Fee, We will endeavor to find You a suitable alternative Program or, subject to clause 10 (Force Majeure), We will offer You a refund of all fees received by Us from You for Your Program.

7.4.2. If We fail to confirm Your Placement before Your Program Start Date, this will be deemed a cancellation by Us and we shall refund to you all fees received by Us from You for your Program.

7.5 Program Variations. We reserve the right to change our suppliers and the format of Our programs as and when necessary at Our discretion and without requiring Your consent. We will, however, endeavor to provide as similar a Program as possible at all times.

8. Accuracy of Program Materials

9.1 The content and information displayed on Our website and in 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.

9. 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” event and in such cases no refund or compensation for any loss will be given to the Participant by Us unless otherwise decided at Our sole discretion.

10. Data Protection and Data Sharing

11.1 You agree that We may collect and process Your personal data in accordance with the terms set out in our [Privacy Policy](#).

11.2 You agree that We are the data controller and our instructed suppliers are the data processors in respect of any personal data you may provide to Us in connection with Your Program.

11.3 Our suppliers shall only process the personal data in accordance with Our instructions from time to time and shall not process the personal data for any purposes other than those expressly authorized by Us.

11. Medical Conditions.

12.1 Prior to Your Program, You will be asked to disclose the details of any physical or mental condition You have, which may require special medical attention or accommodation during the Program. The information You provide in response will be kept confidential in accordance with

the terms of Our privacy policy, and will only be used in order to help you find an appropriate Placement and to help you manage any health conditions you may have during your Program.

12.2 You specifically understand and agree that We cannot be held responsible for any consequences arising from pre-existing medical, emotional or other conditions and dispositions of Participant, including but not limited to ailments, trauma, depression, eating disorders or dietary habits.

12.3 We will use reasonable efforts to accommodate physical or mental conditions you have disclosed to Us in a timely manner.

12.4 If You did not give Us full details of any physical or mental conditions that You are aware of prior to Your Program Start Date or any physical or mental conditions that You become aware of during Your Program, We may, at Our sole discretion, cancel Your Program and impose applicable cancellation charges.

12. Release and Indemnification.

You, individually and on behalf of Your heirs, successors, assigns and personal representatives, hereby release and forever discharge VI, their employees, agents, officers, directors, and representatives (in their official and individual capacities) (the "VI Representatives") from any and all liability whatsoever for any and all damages, losses or injuries (including death) Participant sustains to Participant's person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with Participant's participation in the Program, except for such Losses as may be caused by the gross negligence or willful misconduct of the VI Representatives. You also agree to indemnify and hold harmless the VI Representatives from and against any Losses.

13. Limitations on Liability.

14.1 Notwithstanding anything in this Agreement to the contrary, Our aggregate maximum liability to you is limited to the amount of actual cash paid by You to Us for Your Program.

14.2 It is a condition of Our acceptance of any liability under this Agreement that You promptly notify any claim in writing to Us and/or Our supplier(s).

14.3 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.

14. Confidentiality.

You acknowledge that data, know-how, trade secrets, client or supplier lists, personnel information, financial and business information of Your Host Organization, and any information designated by Your Host Organization as being “confidential”, is Confidential Information of the Host Organization. You agree not to disclose Confidential Information to any third party and must not use Confidential Information in any way other than for the purposes of Your work experience with Your Host Organization. If You wish to include Confidential Information in any reports, presentations or other materials created to meet the assessment requirements of any course of study, You will first obtain the permission of Your Host Organization.

15. Notices.

All notices under this Agreement must be in writing and may be sent by prepaid international courier (e.g. DHL, FedEx, Aramex) or electronic mail to the address of Your primary VI contact.

16. General.

This Agreement represents the complete understanding with VI concerning VI's responsibility and liability for Participant's participation in the Program. This Agreement supersedes any previous or contemporaneous understandings with VI, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of VI. This Agreement may be executed in one or more counterparts. Should any provision or aspect of this Agreement be found unenforceable, all remaining provisions of the Agreement will remain in full force and effect. Should there be any dispute concerning Participant's participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be settled in the Courts of England and Wales.. This Agreement shall be governed by the laws of England and Wales

CODE OF CONDUCT

All Participants on a Virtual Internship Partners (“VI”) Program are required to adhere to this Code of Conduct.

1. You agree to behave in a respectful, courteous and friendly manner with VI and other Program staff, fellow participants, Host Organization representatives and co-workers. Bullying or harassment (including sexual harassment) of others, antisocial or unreasonable behavior will not be tolerated.

2. You agree to follow the rules and regulations of your Host Organization and the policies and rules of VI as may be communicated to you from time to time. Upon enrollment, you agree to fully cooperate with VI in its attempts to find you a work Placement. You agree to cooperate fully during the application process and during the entirety of your Program, including:

- actively working with your assigned representatives from VI;
- responding to VI communications in a timely manner;
- meeting agreed payment due dates to avoid delays in the placement process;
- acting with honesty and integrity at all times. This includes not fabricating, altering, or misrepresenting academic transcripts, test scores, or academic standing; not making any other false written or oral statement in the process of applying for the Program, or for any internship role.

3. While you are working for your Host Organization, you are a representative of VI, your School and your home country to your work colleagues. During your internship, you are expected to behave professionally at all times.

4. You are aware that your Program is strictly online, unpaid and short term. An internship is a valuable way of gaining new skills and experience, so it should be treated as a learning experience.

5. You acknowledge that data, know-how, trade secrets, client or supplier lists, personnel information, financial and business information of your host company, and any information designated by your Host Organization as being “confidential”, is Confidential Information of the Host Organization. You agree not to disclose Confidential Information to any third party and must not use Confidential Information in any way other than for the purposes of your work experience with your Host Organization. If you wish to include Confidential Information in any reports, presentations or other materials created to meet the assessment requirements of any course of study, you will first obtain the permission of your Host Organization.

6. Your Host Organization has the right to dismiss you from your internship. If this happens, VI is not obligated to find you another internship.

7. VI Program Experience Managers are available to help with any problems you have at work, but you must maintain open communication with them to allow them to assist you. If a problem at work is not resolved, you should follow this up with your Program Experience Manager so that VI is aware that the problem is ongoing. If you are abusive or discourteous to VI staff members we reserve the right to eject you from the Program.

8. Your feedback is important to us; it is the only way that we can maintain an excellent program. We therefore ask that you fill out the feedback form provided at the end of your internship.

9. Participants who are deemed uncooperative or who breach this Code of Conduct will be notified by VI, and may be dropped from the program. Such Participants may have the option, at the discretion of VI Partners, to rejoin the Program, provided that they cooperate and participate in good faith.