

# **AU PAIR IN AMERICA**

## **Vermittlungsbedingungen**

### **1. Vertragsgegenstand**

- 1.1 Gegenstand des mit uns – American Institute For Foreign Study (Deutschland) GmbH, Friedensplatz 1, 53111 Bonn, Germany (Steuer-Nr.: 205/5719/0471; UST-ID: DE 122.265.459) – zustande kommenden Vertrages (im Folgenden: „Vermittlungsvertrag“) ist ausschließlich die Vermittlung eines Vertragsverhältnisses mit dem American Institute For Foreign Study Inc., 1 High Ridge Park, Stamford, CT 06905, USA (im Folgenden: „Au Pair in America“) über einen Einsatz der Teilnehmerin\* im Au Pair in America Programm.
- 1.2 Die Vermittlung erfolgt im Namen und für Rechnung von Au Pair in America; auf das vermittelte Vertragsverhältnis finden ausschließlich die folgenden Teilnahmebedingungen (Terms and Conditions) von Au Pair in America Anwendung, die in englischer Sprache abgefasst sind und dem Recht des US-Bundesstaates Connecticut unterliegen. Wir empfehlen dringend, diese Teilnahmebedingungen sowie die Übersicht für weitere anfallende Kosten („What fees/costs do I need to pay?“) vor Abgabe einer Bewerbung sorgfältig zu lesen.

### **2. Zustandekommen des Vertrages**

- 2.1 Die Teilnehmerin bewirbt sich um einen Au Pair in America Einsatz, indem sie die Bewerbungsunterlagen einreicht und sich einem Interview mit einem unserer Mitarbeiter unterzieht. Zwischen der Teilnehmerin und uns kommt ein Vermittlungsvertrag nach Maßgabe der vorliegenden Vermittlungsbedingungen erst dann zustande, wenn ihr die Anmeldebestätigung per E-Mail zugeht. Der Abschluss eines Vertrages mit minderjährigen Teilnehmerinnen bedarf zusätzlich der schriftlichen Einverständniserklärung aller gesetzlichen Vertreter.
- 2.2 Wir weisen darauf hin, dass Au Pair in America die Bewerbung der Teilnehmerin aus medizinischen Gründen jederzeit ablehnen kann, auch dann, wenn sie bereits eine Anmeldebestätigung erhalten hat.

### **3. Platzierung der Teilnehmerin**

- 3.1 Das Interview dient der Überprüfung, ob die Teilnehmerin für den Einsatz im Au Pair in America Programm persönlich geeignet ist (z.B. Alter, Fremdsprachenkenntnisse, praktische Erfahrungen etc.).
- 3.2 Die vollständigen Bewerbungsunterlagen unter Einschluss des Berichts über das Interview werden von uns an Au Pair in America weitergeleitet. Au Pair in America bemüht sich sodann, die Teilnehmerin für den Einsatz in einer geeigneten Gastfamilie zu platzieren. Wir weisen ausdrücklich darauf hin, dass auch bei erfolgreicher Bewerbung Au Pair in America keine Gewähr für eine Platzierung der Teilnehmerin übernimmt, da ihre persönlichen Qualifikationen mit den spezifischen Bedürfnissen der Gastfamilie übereinstimmen müssen.
- 3.3 In der Regel melden sich interessierte Gastfamilien bei den Teilnehmerinnen telefonisch oder per E-Mail, um sie besser kennen zu lernen. Nachdem sich die Gastfamilie und die Teilnehmerin über eine Platzierung geeinigt haben, erhält die Teilnehmerin eine schriftliche Platzierungsbestätigung (Confirmation of Placement) von Au Pair in America.

### **4. Zahlungsfälligkeiten**

- 4.1 Nach Platzierung in einer Gastfamilie und nach Zugang der Confirmation of Placement, frühestens jedoch 40 Tage vor Ausreise - sofern der Sicherungsschein gemäß § 651r Abs. 4 Satz 1 BGB, Art. 252 EGBGB an den Teilnehmer in Textform übermittelt wurde – wird die Bearbeitungs- und die Programmgebühr zur Zahlung an uns fällig.
- 4.2 Mit der uns zustehenden Bearbeitungsgebühr sind unsere Vermittlungsleistungen abgegolten. Die Programmgebühr vereinnahmen wir für Rechnung von Au Pair in America.
- 4.3 Gegebenenfalls ist außerdem der Versicherungsbeitrag für die (freiwilligen) Zusatzversicherungen zur Zahlung an uns fällig, die wir ebenfalls für Rechnung von Au Pair in America vereinnahmen.

### **5. Rücktritt vor Ausreise**

- 5.1 Der Rücktritt von der Teilnahme am Au Pair in America Programm erfolgt nur durch eine an uns als Empfangsvertreter gerichtete Erklärung, die zu Beweiszwecken unbedingt in Textform erfolgen sollte. Ein Rücktritt in anderer Weise, etwa durch Nichtleistung fälliger Zahlungen, ist nicht zulässig.
- 5.2 Tritt die Teilnehmerin nach erfolgter Platzierung und nach Ausstellung des Visa-Antragsformulars (DS-2019) vom Programm zurück, wird eine pauschale Stornoentschädigung in Höhe von 200 Euro fällig, die wir im Namen und für Rechnung von Au Pair in America erheben. Bereits geleistete Zahlungen werden zurückerstattet bzw. mit der Stornierungsgebühr verrechnet.

### **6. Beendigung der Teilnahme / Umvermittlung nach Ausreise**

- 6.1 Im Falle von gravierenden Problemen zwischen Teilnehmerin und Gastfamilie wird sich Au Pair in America um eine Umvermittlung bemühen; für deren Erfolg können jedoch weder Au Pair in America noch wir als Vermittler eine Gewähr übernehmen.

### **7. Pflichten der Teilnehmerin**

- 7.1 Die Teilnehmerin ist für die Beschaffung der notwendigen Ausweispapiere, Impfnachweise, Einreise- und Aufenthaltsbescheinigungen sowie für die Einhaltung der Zoll- und Devisenbestimmungen in vollem Umfang selbst verantwortlich. Sie haftet selbst für alle Nachteile, die ihr durch die Nichteinhaltung solcher Erfordernisse entstehen, soweit sie sie kannte oder kennen musste; bei Unklarheiten ist sie verpflichtet, uns rechtzeitig vor Beginn des Programms schriftlich darauf hinzuweisen.
- 7.2 Die Teilnehmerin verpflichtet sich, jederzeit die umseitig genannten Teilnahmebedingungen von Au Pair in America zu beachten.
- 7.3 Mit der Anmeldung erklärt die Teilnehmerin ihr Einverständnis, dass Bilder/Aufzeichnungen, auf denen sie im Zusammenhang mit ihrer Teilnahme am Au Pair in America Programm abgebildet ist, von uns und von Au Pair in America zu eigenen Zwecken verwendet werden. Die Weitergabe an Dritte ist ausgeschlossen.

## **8. Weitere Bestimmungen**

- 8.1 Mit der Anmeldung erklärt die Teilnehmerin darüber hinaus ihr Einverständnis, dass ihre Daten ausschließlich an Gastfamilien, Kontaktpersonen, Partneragenturen sowie Institutionen weitergegeben werden, soweit dies zweckgebunden und im zeitlichen Rahmen der Vermittlungs- und Betreuungstätigkeit bzw. Qualitätssicherung erfolgt.
- 8.2 Die Unwirksamkeit, Lückenhaftigkeit oder Unanwendbarkeit einer oder mehrere Bestimmungen dieser Vermittlungsbedingungen führt nicht zur Unwirksamkeit oder Unanwendbarkeit der übrigen Bestimmungen.
- 8.3 Das Vertragsverhältnis zwischen der Teilnehmerin und uns unterliegt deutschem materiellem Recht. Soweit gesetzlich zulässig, ist Erfüllungsort und Gerichtsstand Bonn, wenn die Teilnehmerin ihren Wohnsitz in Deutschland hat, Wien für Teilnehmerinnen mit Wohnsitz in Österreich bzw. Zürich für Teilnehmerinnen mit Wohnsitz in der Schweiz.
- 8.4. Wir weisen nach § 36 VSBG (Verbraucherstreitbeilegungsgesetz) darauf hin, dass AIFS nicht an Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle teilnimmt und hierzu auch gesetzlich nicht verpflichtet ist. Sollte sich nach Drucklegung eine gesetzliche Pflicht zur Teilnahme an einem solchen Streitbeilegungsverfahren ergeben oder sollte AIFS freiwillig daran teilnehmen, wird AIFS die Teilnehmer hierüber auf einem dauerhaften Datenträger informieren. Bei Vertragsschluss im elektronischen Rechtsverkehr wird auf die europäische Plattform zur Online-Streitbeilegung gemäß Art. 14 Abs. 1 ODR-VO unter <https://ec.europa.eu/consumers/odr/> verwiesen.

### **Reiseveranstalter:**

American Institute For Foreign Study (Deutschland) GmbH  
Geschäftsführer: Thomas Kiechle  
Friedensplatz 1  
53111 Bonn  
Deutschland  
E-Mail: [info@aifs.de](mailto:info@aifs.de)  
Tel.: +49 (0) 228 957 30-0  
Fax: +49 (0) 228 957 30-110

### **Datenschutzhinweis:**

Die Vorschriften der DSGVO finden Anwendung. Die **ausführlichen Datenschutzhinweise** einschließlich der Rechte der Teilnehmer sind auf unserer Website ([www.aifs.de/datenschutz](http://www.aifs.de/datenschutz)) hinterlegt und werden mit dem Vertragsangebot zur Verfügung gestellt.

### **Fernabsatzverträge:**

American Institute For Foreign Study (Deutschland) GmbH weist darauf hin, dass Buchungen von Pauschalreisen im Fernabsatz nicht nach den §§ 312 Abs. 7, 312g Abs. 2 Satz 1 Nr. 9 BGB widerrufen werden können. Ein Widerrufsrecht besteht jedoch dann, wenn der Vertrag über die Pauschalreise zwischen American Institute For Foreign Study (Deutschland) GmbH und dem Teilnehmer, der Verbraucher ist, außerhalb von Geschäftsräumen geschlossen worden ist, es sei denn, die mündlichen Verhandlungen, auf denen der Vertragsschluss beruht, sind auf vorhergehende Bestellung des Verbrauchers geführt worden.

### **Reiseversicherungen:**

American Institute For Foreign Study (Deutschland) GmbH empfiehlt generell den Abschluss einer Reise-Rücktrittskosten-Versicherung, einer Reise-Abbruch-Versicherung sowie einer Auslands-Reise-Krankenversicherung einschließlich Deckung der Rückführungskosten bei Unfall oder Krankheit, sofern diese nicht bereits im Reisepreis enthalten ist.

\*Nur aus Gründen der besseren Lesbarkeit dieser Bedingungen sind Teilnehmerinnen und Teilnehmer einheitlich als „Teilnehmerin“ bezeichnet.

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# Au Pair in America Terms and Conditions

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This Agreement sets out the terms and conditions of our professional relationship and details the services we will provide to you. You acknowledge and understand that Au Pair in America (referred to as 'Program' hereinafter, regardless of whether you are participating in Au Pair in America, Au Pair Extraordinaire or EduCare In America) is a Cultural Exchange Program. The purpose of our Program is to foster global understanding through shared experiences and friendship with US host families and other Au Pairs. We are designated a J-1 Sponsor by the US Department of State; further information about J-1 Programs can be found at <http://j1visa.state.gov/>

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I acknowledge that in order to provide services to me, The American Institute for Foreign Study Inc. (referred to hereinafter as 'AIFS') needs to collect, use, share and otherwise "process" certain personal data that relates to me (including, but not limited to, my name, gender, contact details and country of residence, as well as photographs and/or videos that I provide) in accordance with its privacy policy. In particular, I acknowledge that AIFS may need to share some of my personal data with prospective host families and AIFS's associated companies in the United States of America, and its agents in my home country.

In consideration of the agreement of AIFS to enrol me in one of the following cultural exchange programs-- Au Pair in America, Au Pair Extraordinaire or EduCare in America-- I hereby undertake and agree as follows:

## 1. UNDERSTANDING OF THE PROGRAM

a) I confirm that my command of English is sufficient to understand correctly and completely all the provisions of this Agreement and the English language resource materials mentioned in this Agreement, as well as to communicate effectively in English when in the United States.

b) I understand that any failure by me to provide complete and accurate responses to the questions, regardless of whether asked in the Program application, on the medical form, during any interview, or on any ancillary documents, may result in the rejection of my application or removal from the Program. I hereby affirm that the information I provide on the application and during the application process is or will be complete, true and accurate. I also affirm that all representations regarding my qualifications gained and certificates and references provided, including photocopies, will be complete, true, accurate and genuine.

c) I understand and agree that the Program may refuse to accept my application, or may reject/withdraw my application, at any stage with or without reason.

d) I affirm that I have successfully completed my secondary school studies/training.

e) I affirm that, if I have been convicted of a crime, I will include complete, true and accurate information about the conviction on my application or thereafter, as permitted by law. I understand that a prior conviction will not automatically exclude me from participation in the Program; that the Program will consider all circumstances surrounding the conviction, including the nature of the crime and my suitability for the Program.

f) I understand and agree that if I am or become married, pregnant or have dependents, I may not be able to participate in the Program. I will have to discuss my circumstances with the Program, which will make a decision about my participation in accordance with all applicable laws and regulations.

g) I understand and agree that my application and all information and materials supplied in support of or with my application cannot be returned to me at any time.

h) I understand and agree that, should I be convicted of a crime while in the United States, including driving under the influence of alcohol and/or drugs, I will no longer be able to participate in the Program. Under such circumstances, I understand and agree that I must return home and will be responsible for the full cost of my flight and travel expenses home.

## 2. PROGRAM REGULATIONS

a) I understand that the US Department of State requires that all au pair sponsors ensure that all candidates are interviewed in person. I agree to meet with an official Program representative in my home country who will interview me in person, even if we have already had a preliminary interview by video call.

b) As a participant in Au Pair in America or Au Pair Extraordinaire Program, I will assist my host family with childcare services, for no more than 45 hours per week and no more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa. As a participant on the EduCare in America program, I will assist my family with childcare services, for no more than 30 hours per week and no more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa. However, if I successfully complete my first year of the Program and otherwise meet all legal requirements to remain in the US, I understand that I may apply to extend my participation as an au pair in the Program for a further mutually agreed period of 6, 9 or 12 months.

c) I agree to carry out my cultural exchange and other responsibilities, and to assist my Host Family with childcare, to the best of my ability and with due respect. I also will take full advantage of the cultural opportunities available to me in the US. I will fulfil the educational requirements of the Program in accordance with the rules set out in Department of State regulations, the Program's brochure, website, agreements, written documents and online resources.

- d) I agree to perform my duties as an au pair to the best of my ability and to hold harmless and indemnify AIFS, its staff, agents and all affiliated organisations from any damages, losses or claims resulting from my participation in the Program.
- e) I understand and agree that my participation in the Program precludes personal pets and that I cannot bring pets to Orientation or to my Host Family's home.
- f) I agree to accept a placement only with a host family whom I mutually select after an interview conducted in person, by telephone, or via internet-based communications.
- g) Prior to departure for the United States, I agree to review and complete all orientation materials, the online Pre-Departure Orientation program and any other required online courses or webinars. After arrival in the United States, I agree to attend all virtual and in-person orientation sessions.
- h) I agree to complete all visa and screening requirements in accordance with United States laws and regulations, as well as the instructions given to me by the Program and the US Department of State, and I agree to be responsible for obtaining and bringing with me to the United States a valid passport, valid driving licence, and international driving permit (or equivalent). I also agree to comply with all applicable vaccination, immunization and virus check requirements prior to departing for the United States.
- i) I agree to be present well in advance of the scheduled departure time for all flights and other transportation provided or arranged by AIFS. AIFS will not provide or be responsible for alternative transportation, except in the case of illness or accident in accordance with its group insurance policy.
- j) I understand and acknowledge that Program flights will depart from and return to designated airports. I agree to remain responsible for any costs prior to departure and upon my return. At the conclusion of my participation in the Program, I agree that I will make my own way to my designated US return airport and to arrive well in advance of the scheduled departure time for my return flight. I further agree to pay any transportation costs to the departure airport. AIFS is not responsible for airline baggage costs, airport taxes, airline fuel surcharges, or any other costs or fees associated with my departure.
- k) I agree to comply with all applicable regulations and requirements of the United States Department of State, and further agree to comply with all applicable federal, state and local laws and regulations.
- l) I understand and acknowledge that if I do not complete my original J1 au pair program successfully (successful completion of the program requires completion of the initial period of Program duration—including any extension period, completion of all required educational components, adherence to the terms and conditions of the J1 visa, and exiting the USA within 30 days of Program completion), then I will not be able to participate in the Au Pair in America Return program, which allows certain previous participants the right to apply to become an au pair again if they have lived outside the USA for at least 2 years.

### **3. INSURANCE**

Au Pair in America's insurance provider meets sponsor requirements (such as insurance solvency rating) as specified by the US Department of State. The Program holds money that you paid for insurance in a trust account to protect your interest.

### **4. MEDICAL**

- a) I agree to purchase the standalone pre-existing insurance upgrade or the Medical Insurance upgrade if I have a pre-existing condition that is not covered by the Program's basic insurance. I understand this does not cover any congenital conditions and I would need to provide my own insurance in this case.
- b) I understand and acknowledge that if I wear braces and need follow up appointments whilst I am a participant in the Program, I remain personally responsible for all related costs.
- c) I understand and acknowledge that if I wear glasses or contact lenses, I will ensure that my eyes have been checked prior to my departure to the US and that I remain personally responsible for all costs that relate to my eyesight, including glasses or contact lenses.
- d) I understand and acknowledge that should my physical or medical condition (including pregnancy) prevent me from performing essential functions related to childcare, cultural exchange or educational requirements, or any other essential functions as an au pair, that I will no longer be eligible to participate in any Program.

### **5. CHILD PROTECTION**

I understand and acknowledge that the Program is committed to child protection and to safeguarding children and vulnerable adults. I understand and acknowledge that AIFS will report any inappropriate behaviour toward children, or other specially protected individuals, to law enforcement and other appropriate authorities. I agree to provide AIFS with references, authorizations for criminal and medical records checks, and other documents that it requires for participation in the Program. The Program believes that children should always be free from all abuse, neglect or maltreatment of any kind. AIFS mandates that child protection and safety remain at the centre of all childcare assistance and au pair services, as well as all Program practices and procedures.

### **6. PROGRAM /CANCELLATION FEE**

- a) I agree to review and accept the Au Pair in America Fees Sheet ("Fees Sheet") online, which advises me of costs that I may incur during the application process and my subsequent participation in the Program. The Fees Sheet lists any local agency fees I may be expected to pay, any third-party costs, including for example medical check, criminal record check, US Embassy fee for the J1 visa, the Au Pair in America Program Fee, and additional expenses that may arise while in the US. I understand and acknowledge that some or all of these fees/expenses are subject to change and/or are non-refundable.

- b) I understand and acknowledge that I will receive an invoice requesting payment of my Au Pair in America Program Fee only after official placement with an Au Pair in America host family. I understand and acknowledge that I will only be able to pay the Au Pair in America Program Fee via my secure, password-protected Au Pair in America Participant Site using the payment methods described. I understand and acknowledge that neither Au Pair in America, nor any of its registered US host families, will ever ask me to wire or transfer money using a money transfer company, personal or cashier's check, or money orders. I understand that I will only ever be eligible for one Au Pair in America Program Fee promotion if applicable. If I meet the criteria for more than one promotion, the higher promotion will apply.
- c) I understand and acknowledge that the Au Pair in America representative in my home country may charge me a local agency fee (which is separate from the Au Pair in America Program Fee) and that this local agency fee is governed by the local representative's terms and conditions.
- d) I understand and acknowledge that, in the event of late cancellation from the Program ( after the match agreement has been signed), Au Pair in America and AIFS reserve the right to charge me a US\$200 cancellation fee.
- e) As a participant in the Program, I understand and acknowledge that if I do not complete the full 12-month original term, then under certain circumstances (listed in the Au Pair Guidelines) I may be entitled to a pro-rata refund of the Program Fee. Any such refund will not include insurance costs or any other supplementary or pro-rata payments for any ancillary services, including any fee paid to my recruiting agency. I understand and acknowledge that there is no program fee payable by me if I am approved for an extension of my stay under the Program. If I do qualify for the pro-rated refund, I will depart the United States promptly and file a refund claim with Au Pair in America's London office within 30 days of my departure or, if already home, within 30 days of the refund offer.
- f) As a participant in the program, I understand and acknowledge that if I do not complete the full 12-month original term I will be responsible for the full cost of my return air fare to my home country, unless otherwise agreed by Au Pair in America at their discretion.

## 7. IN THE USA

a) I understand that my host family will pay me a weekly stipend each week of my participation in the Program. I understand and acknowledge that the US Department of State accounts for costs associated with weekly room and board and other Fair Labor Standards Act considerations when establishing the minimum weekly stipend amounts for the Au Pair and EduCare programs. Au Pair in America considers the same factors when establishing the weekly minimum stipend for the Extraordinaire Program. A host family may not pay less than the weekly minimum stipend. I further understand and acknowledge that, upon placement, host families and au pairs are free to agree to compensation higher than the legally applicable minimum.

I understand and acknowledge that my host family will provide me with a furnished private bedroom and three meals per day, every day of the week. As a member of my host's family, I further understand, acknowledge and appreciate the value of and expenses associated with gifts and other benefits that my host family may provide while I reside with them. Those additional benefits may include expenses for mobile phone, electronic devices and internet use, personal car use/automobile insurance and/or public transportation, recreation and leisure activities, as well as the availability of other household items that I may use personally.

I understand and acknowledge that I am entitled to one full weekend off per month; two weeks of vacation (with payment of the weekly stipend), and one and one-half days off all other weeks.

I understand and acknowledge that I may not provide, nor will I seek to provide, childcare assistance for more than 10 hours in any day or more than 45 hours in any week in the Au Pair in America and Au Pair Extraordinaire programs, or for more than 10 hours in any day or more than 30 hours in any week in the EduCare program. I understand that my free time and vacation will be scheduled by mutual agreement with my Host Family.

***This information is available to read in your native language. Please click here before you accept the terms and conditions so that you can confirm that you have read and understood Clause 7a.***

- b) I agree to co-operate fully with and to follow reasonable instructions from those responsible for ensuring that the Program complies with all US Department of State requirements.
- c) I agree to maintain at least monthly contact with my Community Counsellor.
- d) I understand and acknowledge that, should a problem arise with my Host Family, the Program will evaluate the circumstances and, in its discretion, may be able to re-match me with another family, although AIFS does not guarantee an alternate placement.
- e) I understand and acknowledge that my visa status, Department of State regulations, and my participation in the Program preclude any form of paid employment while I am in the US.
- f) I agree to comply with all applicable federal, state and local laws concerning taxation.
- g) While living with my Host Family, I will remain fully responsible for all of my personal debts and expenses. In the event of an automobile accident, I may be liable for up to, but no more than, US\$500 of the insurance deductible.
- h) I agree that AIFS may take such actions as it considers necessary regarding my health and safety during my time in the Program, including securing medical treatment for me and transporting me to my home country. I release AIFS from any liability relating to the medical care received, including related medical transportation, and agree to pay for any medical or transportation expenses that are not covered by insurance.
- i) I understand and acknowledge that, due to visa regulations, I cannot change between the Au Pair in America, Au Pair Extraordinaire, and/or the EduCare program, after arrival in the USA.

j) I understand and acknowledge that if, for any reason, I do not complete the required cultural exchange and educational hours, I will not be eligible to extend beyond my first year in the Program and that the Program will not issue me a Completion Certificate.

k) At the end of my stay, I agree to depart the United States and return to my home country on or before the expiry of my 'duration of stay' as determined by US government agencies and will not attempt to return subsequently to the United States without a valid and current US visa, if applicable to my home country.

## **8. FORCE MAJEURE**

I understand that, if I am required to cancel my travel or terminate my placement early due to Force Majeure, Au Pair in America will not be liable for refunds or pay any compensation to me. Force Majeure is included but not limited to natural disasters, acts of government or authorities, war or the threat of war, pandemics, acts of terrorism, airline strikes or any other major event which is out of Au Pair in America's control.

## **9. RISK**

a) The nature of some travel is adventurous, and participation involves a degree of personal a) risk. Due to force majeure some Governments may advise against overseas travel for their citizens. I acknowledge that my decision to travel to the USA is made in light of consideration of this information and I accept that I assume the personal risks.

b) The US Government may escalate its advisory levels, or place a ban on non-US citizens from entering the country at any time. If I am required to cancel my travel or terminate my placement at any time due to this, Au Pair in America will not be liable for refunds or pay any compensation to me.

c) In the US, state and county level restrictions may come in place due to force majeure. I acknowledge that my decision to travel to and remain in the USA is made in light of consideration of this information and I accept that I assume the personal risks.

## **10. LEGAL**

a) I have read and understand the Program information provided in the online resources, including AIFS's privacy policy, cookie policy, website terms of use. I further understand and agree that their terms are incorporated in and made a part of this Agreement.

b) This Agreement shall be governed by the laws of the State of Connecticut. I agree that any dispute with or claim against AIFS, its staff, agents and all affiliated organizations, including those arising under this Agreement or my participation in the Program, which is not settled informally, will be exclusively resolved by binding arbitration, to be conducted in substantial accordance with the commercial arbitration rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be borne exclusively by the Program. The decision of the arbitrator shall be final and binding upon me and AIFS. By accepting the terms of this Agreement, I acknowledge and agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement and that I, the Program, and AIFS are each waiving the right to judicial and/or administrative agency resolution of disputes, any right to trial by jury, as well as the right to bring and resolve claims, either in an individual capacity or as a member of any class action, by any means and in any forum other than arbitration conducted in accordance with American Arbitration Association rules.

c) I agree to abide by the above conditions should I legally extend my stay in the Au Pair in America, Au Pair Extraordinaire or EduCare in America program beyond the initial 12-month term.

I confirm that I have read and understand all of the above terms and conditions of this Agreement, that they are accurate and complete in all respects, and that I agree to abide by all affirmations, agreements, acknowledgements, declarations and provision by selecting 'I Agree' on this electronic form.