

## **Terms and Conditions – Career Must**

Please read the following Terms and Conditions carefully. These Terms and Conditions govern the relationship between you (also referred to as "Client") and us, Knowledge Must, offering career-related services with our division Career Must (hereinafter referred to as "Career Must"), such as HR solutions, career counselling, study abroad, internship, volunteer, and job placements. By booking a career-related service, you agree to be bound by these Terms and Conditions which outline, among other things, our cancellation policy and certain limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### **Bookings**

Our booking process is very straightforward. When you enquire with us for a career-related service, we do our utmost to tailor you a solution to suit your expectations within the shortest possible time. You may book the service by phone or instant messenger to assure your service but please mail, email, or fax us your confirmation. To firmly confirm our offer, most services require a firm deposit from your side. By making a booking by telephone, on our website, by mail or by email with Career Must or its agents, you accept and are bound by these Terms and Conditions. Written confirmation of your booking and/or payments made towards the career-related service shall be a legally binding contract between the parties.

In case of one or more but not all Clients confirm the booking, it shall be deemed that everyone has duly authorised the concerned lead Client/s to book on their behalf. In case of bookings by an organisation, the booking has to be done by an authorised representative of the organisation with his/her name and designation.

### **Study Abroad, Internship, Volunteer, and Job Placements**

To book a study abroad, internship, volunteer, or job placement, please complete the online application form or apply via email and attach a CV outlining your educational qualifications, work experience, and skills. All applications should be submitted at least one month prior to your preferred starting date.

The EUR 500.00 placement fee for a successful placement consists of two parts: a deposit of EUR 250.00 and a balance fee of EUR 250.00 (which in some cases where you will be informed about might be higher, as for highly paid job placements, for instance). In the very unlikely event that we are unable to find the placement that meets your specifications, the full deposit of EUR 250.00 will be refunded to you.

We will search for a placement according to the preferences you indicated in your application. Although we give a timeframe of one month for the search, in reality a placement is generally

achieved considerably faster. In case no suitable host organisation has been found after the one month period, we offer to refund your deposit, or we can continue the search.

Once we found one or more offers for you, you have the opportunity to interact with your host organisation and both sides will decide, if they see a fit or not. In case you do not like the offer we make you, we can search for another one or refund your deposit. However, your reasons for turning down our offer should not conflict with the specifications you gave us in when applying. If you withdraw from the placement before accepting any offer from our side, we will need to keep the deposit to compensate for the many hours of work we have put into your placement.

The balance fee confirms that you accept a placement offer and will be due 28 days before your start date. If you cancel your placement after you accept a placement offer, you are not entitled to a refund of any part of the placement fee.

## **Placement Policies**

Upon confirmation of the placement, Career Must will invoice the Client for the remainder of the placement fee. Clients will not be allowed to begin their placement or take advantages of any other services offered by Career Must until all fees are received in full.

If the Client is fired from the host organisation for poor performance, not complying with host organisation rules or misbehaviour, no alternative placement or refund will be offered by Career Must. Clients are strictly forbidden to walk out on the organisation. Clients must contact Career Must before taking any action in the case of a problem. If the Client needs a replacement organisation for genuine reasons one will be provided in the shortest possible time.

If the organisation that the Client originally selected is not happy to offer a position, an alternative similar level and profile organisation in the same field will be offered. The Client will be offered up to a maximum of 3 opportunities in a selected field. Refusal by the Client to accept a placement for reasons not specified on their application will not constitute reasonable grounds for rejecting a placement offer and thus not entitle for refunds. In case Clients refuse a specific placement, they have to do so in writing.

Clients have to actively support their placement. This includes supplying all relevant information regarding the placement and answering any of Career Must's questions concerning the placement. The information given by the Client has to be comprehensive as well as truthful. In case Clients refuse to actively support the process after repeated notices, Knowledge Must will have the right to keep the deposit and refuse further services.

Clients must be available for a telephone interview if the company requires speaking with them. Clients will be advised by Career Must of the time and number that you must call or if

they will call you. Clients must attend any placement-related interviews as arranged by Career Must.

Where the Client chooses a non-common industry or type of placement, an additional specialty placement fee might be incurred and the placement can take longer than the regular periods. This will be advised upon the application confirmation based on the uniqueness of the placement request. Moreover, job placements demand a EUR 500.00 success fee or a gross monthly salary for the specific position, whichever is higher.

Career Must in close consultation with the Client has the right to adjust the area of placement as well as its timeframe if a placement is otherwise not possible or highly unrealistic. Career Must keeps the right to refuse placements for Clients, especially when a placement is questionable.

Upon completion of their placement, Clients are entitled to a certificate issued by Career Must proving their successful participation. Any reference documents from the host organisation have to be applied for by the Client themselves, but Career Must will always assist in the process.

### **Compensation in Case of Internships**

Some organisations pay an allowance to cover living expenses, flight and/or accommodation. The allowance varies, depending on the location and position that you will be assigned to. These stipends are paid only to meet your daily expenses and are not considered to be a salary. However, a large share of internships is unpaid. As such, we cannot guarantee anyone a paid internship. If you require a paid internship in order to be able to cover your living costs, then you may still request a paid internship from us and we will try our best to secure one for you in your field of interest.

### **HR Solutions for Organisations**

For organisations as Clients, Career Must offers a comprehensive range of HR solutions for strategically improving the performance of the Client's workforce, by locating talent, assessing talent, developing talent, and managing internship programmes.

Organisations employing staff as a result of Career Must's services agree that Career Must cannot be held responsible for physical loss or damage to, or loss of use of, machinery, equipment, materials, or other property while in the care, custody or control of these employees.

In case of locating and securing high-profile staff for the Client organisation, fees are usually calculated on the basis of multiples of gross monthly salaries. In case of finding Client organisations an optimal intern, a fee of EUR 500.00 per placement applies. Once we found

one or more interns for you, you have the opportunity to interact with them and both sides will decide if they see a fit or not.

In case you do not like the offer we make you, we can search for another intern. However, your reasons for turning down the intern should not conflict with the specifications you gave us in the application form. If you cancel the internship after you accept an intern, you are not entitled to a refund of any part of the EUR 500.00 placement fee.

### **Additional Services**

We are also able to offer you all-inclusive internship, volunteer, and study abroad programmes, complete with accommodation, meals, transportation, travel arrangements, language training, and more. Terms and Conditions of Knowledge Must's other divisions Language Must, Training Must, Travel Must, and Culture Must apply.

### **Payments and Cancellations**

If you do not pay your dues on or before the due date after being intimated about and given a reasonable amount of additional time, Career Must reserves the right to treat your booking as cancelled and to claim compensation for any damages due to your non-payment.

If you wish to cancel your service, you must write to Career Must as follows provided that such intimation should be given on a working day within working hours:

1. By fax at +91-(0)11-26491817
2. By email to [info@career-must.com](mailto:info@career-must.com)
3. By letter to our registered offices

If the booking has been conducted by one or more persons for themselves and for others, then the communication signed by such signatory/s would be treated as a valid communication for cancellation for all such persons mentioned in the booking. Similarly if your agent cancels, it will be deemed and construed that all the Clients and you are in agreement with the same. The computation of the period of notice of cancellation shall commence only from the time the written request reaches Career Must on working days within office time.

In case of Third Party Products, the rules relating to cancellation and the cancellation schedule prescribed by the concerned Third Party Service Provider would be applicable and in addition Career Must shall have the right to claim service and communication charges.

### **Online Bookings**

Career Must has made this facility available to you as a value-added service. Using this service, you can make your online booking / booking request for booking various services offered by Career Must. Your booking request will be processed for confirmation of prices and availability of services requested by you. Only on confirmation to you about the prices and availability, Career Must will be bound to provide you the requested services subject however to you making full payment and complying with the relevant Terms and Conditions.

Any correspondence with you prior to Career Must's aforesaid confirmation, will not be treated as any acceptance of your request. The online booking of the products and services made available through this website is subject to availability and solely at the discretion of Career Must and/or its respective suppliers. Please ensure that all information given by you while booking is correct. For security reasons and to be able to advise you of any developments affecting your participation in our services we need to be able to contact you by telephone and email and to have your correct address on record. If any or all of these contact details are not correctly given by you, we reserve the right to cancel the transaction at your risk and cost. The right to access and transact on the website is reserved as is the right to use any particular credit card on the site for payment purposes.

The website is provided on an 'as is' and 'as available' basis. We do not accept any liability in respect of your ability to access or use the site at any time or for any interruption in that access or use or for any failure to complete any transaction. We do not warrant that the website is free from computer viruses or other properties that may cause loss or damage.

## **Payment Options**

We offer you various options for payment, including credit card payment facilities, Moneybookers, PayPal, or getting a bank cheque or international money order issued in the name of Knowledge Must. Please let us know whether you would prefer to pay in Euro, U.S. Dollar, Renminbi, Indian Rupees, or any other currency. The prevailing rate of exchange on the date of the transaction would be applicable. Please note that you will have to pay all bank charges including charges relating to credit card / net banking / cheque / demand draft at the applicable rate in addition to the cost of the service.

## **Refunds**

Refunds will be made in case of host company negligence, as defined by:

- a. Inability of the organisation to continue operations
- b. Inability of the organisation to offer the agreed placement
- c. Breaches of relevant Occupational Health & Safety requirements rendering the environment dangerous and unsafe
- d. Sexual harassment

In case you cancel a service after commencement refund lies at the discretion of Career Must and would be restricted to a limited amount that would depend on the amount that we would be able to recover. Please note that the refund process may take 2 to 6 weeks due to banking procedures. If the refund is made to the credit card account or to the bank account, the bank charges would be debited from the refund amount.

### **Code of Conduct at the Host Organisation**

No refund will be given or an alternative placement offered if the applicant leaves or is discharged from the host organisation for the following reasons:

1. Negligence by the applicant in terms of misconduct or disobeying procedures and policies
2. Taking time off for holidays, personal reasons without prior agreement with the organisation
3. Taking sick leave without providing your organisation with an adequate medical certificate if asked to do so by the company
4. Not abiding by organisation rules
5. The applicant's level of performance does not match their level of experience and/or qualifications as stated on their CV and in all forms of communication
6. Acting in a way that adversely affects the smooth running of operations for the organisation

### **Additional Changes**

If you wish to alter your starting date, organisation, etc., this is generally only possible via cancellation (regular charges will be applicable) and a new booking. Any new booking will be subject to availability.

### **Insurance**

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Clients are advised to seek such insurance arrangements in their home country. All baggage and other personal property are at the Client's risk at all times. For your protection and increased flexibility, we recommend you to purchase health insurance and other forms of relevant insurance coverage.

### **Changes and Cancellations by Career Must**

Career Must reserves the right to alter, amend, change or modify its services. This may be necessitated due to factors beyond our control such as Force Majeure events, strikes, fairs, festivals, sport events, weather conditions, or traffic problems. Where we know of these sufficiently in advance, we or our representatives will notify you on relevant changes. In case alternate arrangements made are materially superior as compared to the ones described in our marketing materials, we may charge extra for the same. When a service is cancelled by Career Must, the Client may choose between a full refund of all monies paid and any alternative service offered by Career Must.

Career Must is not responsible for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable connecting flights or loss of enjoyment, etc. If the alternative service chosen by the Client is of a lower value than that originally booked, then the Client is entitled to a refund of the price difference. If the alternative service chosen by the Client is of a higher price than that originally chosen, then the Client must pay the difference.

### **Prices and Surcharges**

The prices quoted in our marketing materials have been calculated at the rate prevailing at the time of publication. Career Must reserves the right to amend the prices published in its marketing materials and to charge accordingly in case of currency fluctuations, changes in the various gross rates of exchange, and/or fuel costs, special/high season charge levied by the suppliers and hikes in tax.

### **Conditions of Services**

The Client acknowledges that the nature of Career Must services is often adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Career Must from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. The Client is solely responsible for acquainting her/himself with the customs, weather conditions, physical challenges and laws in effect at each place of service provision and is encouraged to locate or make contact prior to embarkation with his/her local embassy or foreign office in each destination.

### **Requirements for Clients**

Clients must be:

- At least 18 years of age
- Able to meet their expenses such as costs of living, placement fees, insurance, visa fees, and transportation
- Fluent in English or the particular language used by their prospective host organisation

- Willing to engage in exchange with other cultures

Depending on the prospective host organisation, specific skills might be required as well. For example, some organisations consider local language skills as a key factor in their selection process.

### **Health Requirements**

You must be in good physical and mental health. It shall be your duty to inform us in case you have any medical condition that may affect your ability to enjoy and pursue fully the services of Career Must. By registering for a Career Must service, you certify that you do not have any mental, physical, or other condition or disability that would create a hazard for yourself or others. Career Must reserves the right in our sole discretion to accept, decline to accept, or remove any participant utilising our services.

### **Travel Documents**

It is entirely your responsibility to arrange, provide and carry your valid travel documents including passport, which is valid for a period of at least six months after your return date from the trip with necessary visas, permits, and immigration clearance (if applicable), confirmed air tickets, documents confirming insurance to cover risk to life, limb, and property for the duration of the trip, medical clearances, inoculation / vaccination certificates as the case may be to be able to participate in Career Must services.

Any information or advice given by Career Must regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and Career Must is not responsible for any errors or omissions as to the information provided. In the event the application for the visa is rejected by the concerned consular authorities due to inadequate documents furnished by you or due to any other reason whatsoever, Career Must shall not be liable or responsible for the same.

### **Limitation of Liability**

This agreement in no way constitutes an employer / employee relationship. Career Must mostly functions as a facilitator and is not seen as the employer, contracting company or any other mechanism that may constitute the employer / employee relationship with the Client.

Career Must bears no responsibility for any information provided by the host organisation. Responsibility for all correspondence and agreement entered into between the host organisation and the Client is directly the responsibility of the Client. Career Must clearly states that it has not vetted any of the information provided by the host organisation.



Career Must and its partners and sub-contractors shall not be held liable for (i) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider; and (ii) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. The Client waives any claim against Career Must and/or its partners and sub-contractors for any such loss, damage, injury, or death.

## **Partners**

Career Must works with highly reputable partners. By working closely with these organisations, we are best able to offer you the best prices and local expertise. If you book any third party products through us, their Terms and Conditions would be applicable in addition to our Terms and Conditions. Consequently, any delay injury, death, loss or damage is caused on the above account does not render us liable to the Clients who have chosen us as service providers. However, in case the Client is not satisfied with a particular service, we take up the matter with the supplier if we are intimated immediately.

## **Claims and Complaints**

If a Client has a complaint against Career Must, the Client must directly inform the Career Must representative whilst on the service in order that the representative can attempt to rectify the matter on the spot. If satisfaction is still not reached through these means, then any further complaint must be put in writing to Career Must within one month of the end of the service. If you fail to do this, any right to compensation or refund which you may have, will be extinguished or reduced. You can write:

1. By fax at +91-(0)11-26491817
2. By email to [info@career-must.com](mailto:info@career-must.com)
3. By letter to our registered offices

## **Severability**

In the event that any of the Terms and Conditions contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason then such Terms and Conditions shall be deemed to be severed from this agreement or amended accordingly

only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

### **Successors and Assigns**

These Terms and Conditions shall inure to the benefit of and be binding upon Career Must and the Client and their respective heirs, legal personal representatives, successors, and assigns.

### **Errors and Omissions**

We take utmost care in preparing our marketing materials and in describing our services therein. However, we cannot be held responsible for any typographical, printing, or any error, omission or unintentional misrepresentation that may occur.

### **Privacy Policy**

We do our utmost to protect your personal information. However, it would be necessary for us to share this information with Consulates, Embassies, Airlines, Hotels and other service providers who would be providing you services during the trip. We would also be constrained to disclose such information if we receive an order of the court, a requisition from any government or statutory authority, subpoena, or under any law, rules or regulations under which such disclosure becomes necessary. We will make it a point to only share the minimum necessary information in your personal interest. Please refer to our [Privacy Policy](#).

### **Legal Notice**

No person including the employee/s of Career Must or yourself have the authority to alter, amend, or waive any stipulation, representation, term or condition set forth in these Terms and Conditions. Assurance if any, which is contrary to the Terms and Conditions given, shall not bind Career Must.

Additional Terms and Conditions may apply to some services and will be provided accordingly. By registering for a Career Must service, you agree its specific Terms and Conditions. Knowledge Must reserves the right to change or update the Terms and Conditions from time to time without prior notice to users. The current version of the Terms and Conditions will be displayed within the website from the date on which any changes come into effect. Continued use of the website following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

## **Validity of Terms and Conditions**

These Terms and Conditions from August 2011 remain valid until the publication of new Terms and Conditions here.

## **Applicable Law**

The contract including all matters arising from it is subject to Indian and Chinese Law and the exclusive jurisdiction of the Indian and Chinese courts, if there are no other binding legal regulations that contradict this.

## **Registered Address**

We are a company registered in India as well as in China. Our business and the services we offer are governed by the applicable laws of India and China. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information in our marketing materials, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

The registered offices of Knowledge Must are:

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